

LIBER

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1

[REDACTED]

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such sheets should be submitted to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, inventories, etc., may be on any size paper that is convenient for the secured party. Indicate on the form the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

286447

REORDER FROM
 Registré, Inc.
 514 PIERCE ST.
 ANOKA, MN 55303
 (612) 421-1713

BOOK 581 PAGE 01

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 05/19/92 \$NY JRDOLLER 8-233-2773 11.50 ANNE ARUNDEL 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) AMERICAN CLEANING SERVICE INC 1378 CAPE ST CLAIR RD ANNAPOLIS, MD 21401-0000	2. Secured Party(ies) and address(es) IBM CREDIT CORPORATION DEPT. C4D MS 7 290 HARBOR DRIVE STAMFORD, CT 06904	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 1. POSTAGE #396790 C263 R01 05. 5. Assignee(s) of Secured Party and Address(es) MARY M. ROSE AM CO. CIRCUIT CO.												
4. This financing statement covers the following types (or items) of property: IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERENCED ON IBM SUP #000515 DATED 05/13/92 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">QTY-TYPE</th> </tr> </thead> <tbody> <tr> <td>001-9404</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> </tbody> </table> RECORDATION TAX NOT REQUIRED SELLER RETAINING EQUIPMENT FOR PRICE		QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	001-9404	-	-	-	-	-	
QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE									
001-9404	-	-	-	-	-									

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: AMERICAN CLEANING SERVICE INC IBM CREDIT CORPORATION
 ATTORNEY IN FACT
 By: R. MURPHY *Robert Murphy* M. HIGGS *M. Higgs*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

LOG NUMBER: U2140083810

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Diane Miller
10 Greenwood Avenue
Glen Burnie MD 21061

2. Secured Party(ies) and address(es)
John C Flood, Inc
3605 Wilkens Ave
Balto., MD 21229

For Filing Officer (Date, Time, Number, and Filing Office)

BOOK 581 PAGE 02

286448

4. This financing statement covers the following types (or items) of property:
Furnish and install 30 gallon gas hot water heater, laundry tub and faucet.
Total amount financed \$950.00
Not subject to tax, recorded in land records
To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.

5. Assignee(s) of Secured Party and Address(es)
MAIL TO: CHRYSLER FINST 2.00
PO BOX 72310 .50
BALTO., MD 21237
#775820 0263 R01 F12-21

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 05/28/92

Filed with:
Diane E Miller
Diane Miller
Diane Miller
Signature(s) of Debtor(s)

John C Flood, Inc
Raymond L. Murphy, Jr.
Signature(s) of Secured Party(ies)
Raymond L Murphy, Jr. Asst ,Manager

286449

ANCHOR TITLE COMPANY
10715 Charter Drive
Suite 100
Columbia, MD 21044

BOOK 581 PAGE 03

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated May 19, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Diversified Land I Limited Partnership

Address 8015 Dorsey Run Road, Suite B, Jessup, MD 20794
See Exhibit "A" attached hereto for additional Debtors

2. SECURED PARTY

Name Farmers First Bank

Address 9 East Main Street, Lititz, PA 17543

Attn: Richard M. Cloney

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "B" attached hereto and made a part hereof.

RECORD FEE 26.00
POSTAGE .50
M456990 0489 R02 T11#18
05/28/92
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit "C" attached hereto and made a part hereof.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DIVERSIFIED LAND I LIMITED PARTNERSHIP
(Signature of Debtor)

By: Diversified Management Corporation
Type or Print Above Signature on Above Line

Kenneth W. Carlson
(Signature of Debtor)

Kenneth W. Carlson, Pres
Type or Print Above Signature on Above Line

DIVERSIFIED HOMES MASTER LIMITED PARTNERSHIP OF MARYLAND
By: Diversified Management Corporation

By: *Kenneth W. Carlson*
(Signature of Debtor)

Kenneth W. Carlson, Pres.

FARMERS FIRST BANK

By: *Jeremy H. Chase*, Vice President
(Signature of Secured Party)

JEREMY H. CHASE
Type or Print Above Name on Above Line

2800

UCC-1 Financing Statement
Debtor: Diversified Land I Limited Partnership
Diversified Homes Master Limited Partnership of Maryland
Secured Party: Farmers First Bank

Additional Debtors:

Diversified Homes Master Limited
Partnership of Maryland
8015 Dorsey Run Road
Jessup, MD 20794

EXHIBIT "B"

UCC-1 Financing Statement
 Debtor: Diversified Land I Limited Partnership
 Diversified Homes Master Limited Partnership
 of Maryland
 Secured Party: Farmers First Bank

All right, title and interest of Debtor in and to the following property rights and interests, which Debtor hereby assigns to Secured Party until the Aggregate Debt (as defined in the Loan Agreement executed between and among Diversified Homes Master Limited Partnership of Maryland, Diversified Land I Limited Partnership and Diversified Land Corporation of Maryland and the Secured Party, dated July 12, 1991 ("Loan Agreement")) is paid (the lots as more fully described on Exhibit "C" attached hereto ("Lots")), together with the following property rights and interests, being hereinafter collectively called the "Mortgaged Property"):

(a) all buildings and other improvements now or hereafter located on the Mortgaged Property (the "Improvements");

(b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging or in anyways made appurtenant hereafter, and the reversions and remainder, with respect thereto;

(c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances and other property of every kind and nature whatsoever (except property leased by Debtor from others), together with replacements thereof and accessories, parts or accessions thereto, owned by Debtor or in which Debtor has or shall have an interest, now or hereafter located on or at, or utilized in connection with or relating to the development of the improvements on the Mortgaged Property, and any and all proceeds of any of the foregoing ("Equipment");

(d) all building materials, building machinery and building equipment delivered on site to the Mortgaged Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time during the term of the Sandridge Open-End Mortgage executed by Debtor in favor of Secured Party dated July 12, 1991, as amended by a Mortgage Modification Agreement dated May 6, 1992 (the "Mortgage") and the Mortgage Spreading Agreement dated May 19, 1992;

(e) all awards or payments, including interest thereon, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent

domain (including any transfer made in lieu of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including, without limitation, all awards or payments of estimated compensation, all damages to the Mortgaged Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts and apportionment of taxes;

(f) all insurance policies covering the Mortgaged Property and all proceeds of, and any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g) all leases, purchase or sale agreements covering the Lots and other agreements affecting the use and occupancy of the Mortgaged Property or contemplating the sale of the Mortgaged Property, now or hereafter entered into, all licenses, permits and agreements with or from all boards, public utilities, agencies, departments, governmental or otherwise, relating to or affecting the Mortgaged Property or the use and occupancy thereof, whether heretofore or hereafter issued or executed and all rights of Debtor to payment under any such agreement which is at the time not yet earned by performance (all such leases, licenses, permits and agreements and such rights thereunder are hereinafter referred to individually as a "Contract Right" or "Lease" and collectively as the "Contract Rights and Leases");

(h) all rents, receipts, issues, profits and other income of any and all kinds received or receivable and due or to become due from the sale or lease (including leases existing as of the date of the Mortgage Spreading Agreement executed by and between Debtor and Secured Party, dated as of May 19, 1992 ("Mortgage Spreading Agreement") and those arising at any time hereafter) of any property, goods or materials or from the rendering of services including, but not limited to: (i) the sale, rental or lease of all or a portion of the Mortgaged Property; or (ii) the operation of any income-producing facility on the Mortgaged Property (all of such proceeds, receipts and income are hereinafter collectively referred to as the "Income and Rents" and all such rights are hereinafter referred to individually as an "Account Receivable" and collectively as the "Accounts Receivable");

(i) any securities or guarantees held by Debtor with respect to any of the Accounts Receivable or Contract Rights and Leases, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same; and

(j) the right, in the name and on behalf of itself or Secured Party, to appear in or defend any action or proceeding brought with respect to the Mortgaged Property

(including, without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Secured Party in the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto Secured Party, its successors and assigns forever.

All right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Mortgaged Property hereafter acquired by, or released to, Debtor or constructed, assembled or placed by Debtor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, pledge, conveyance, assignment or other act by Debtor, shall become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

EXHIBIT "C"

BEING KNOWN AND DESIGNATED as Lot Nos. 44, 45, 50, 64, 74, 75 and 77 as shown on plat entitled "Sandridge", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, page 18, Plat No. 6042.

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

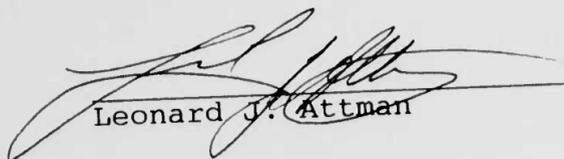
1. NAME AND ADDRESS OF DEBTOR: LEONARD J. ATTMAN
7779 New York Lane
Glen Burnie, Maryland 21061
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
Mail Stop 021901
10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Industries Group

3. This Financing Statement covers the following types (or items) of property:

(a) All of the partnership interests of the Debtor in Forest Village Apartments Joint Venture, a Maryland general partnership (the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions with respect to such partnership interests (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:

 (SEAL)
Leonard J. Attman

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

RECORD FEE 11.00
SEARCH FEE .50
RECORDED 05/29/92
INDEXED 05/29/92

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File # BOOK 581 PAGE 10

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

286451

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/7/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES FRANKLIN MALLONEE
Address 89 EDWARD LANE LOTHIAN, MD 20711

2. SECURED PARTY

Name CHARLES FRANKLIN MALLONEE & FRANK DOMINIC MUSCOLINO SR.
Address 89 EDWARD LANE LOTHIAN, MD 20711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/7/04

4. This financing statement covers the following types (or items) of property: (list)

MOBILE HOME
USED 1984 SCHULT/CITATION 65 X 14
SERIAL #681433E196093
INCLUDING ALL HOUSEHOLD GOODS

Name and address of Assignee
FIRST MANUFACTURED HOUSING CREDIT
CORP.
P.O. BOX 190
GLEN BURNIE, MD 21060
RECORD FEE 11.00

#397000 C263 R01 113:35

05/28/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Charles Franklin Mallonee By PoA Wanda Kintle
(Signature of Debtor)

CHARLES FRANKLIN MALLONEE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles F. Mallonee By PoA Wanda Kintle
Frank D. Muscolino Sr. By PoA Wanda Kintle
(Signature of Secured Party)

CHARLES F. MALLONEE
FRANK D. MUSCOLINO SR.

Type or Print Above Signature on Above Line

NationsBank®

NationsBank of Maryland

Financing Statement

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- Record in:
- SDAT
 - Montgomery County
 - Prince George's County
 - Other Anne Arundel County

Name	Street	City	Address	State
1. Debtor(s)				
<u>Hardesty, Inc.</u>	<u>10620-F Riggs Hill Road</u>	<u>Jessup, Md.</u>	<u>20794</u>	

2. Secured Party: NationsBank of Maryland
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any of such property.

Check one or more boxes as applicable:

- All Equipment and Fixtures** — All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory** — All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc.** — All accounts, accounts receivable, contract rights, instruments, documents, chattel paper, tax refunds, notes, notes receivable, drafts, acceptances, leases, and general intangibles (including, without limitation, all things in action, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given, or shall give, rise to any account or contract right.
- Specific Equipment** — All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other** — All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:
 Title Owner of Real Estate _____

RECORD FEE 11.00
 POSTAGE .50
 4400370 0243 801 714:36
 05/29/92
 MARY H. ROSE
 COURT

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: NationsBank of Maryland	Debtor(s) or Assignor(s)
By: <u>[Signature]</u>	<u>Hardesty, Inc.</u>
Type Name <u>Donald Dubel</u>	BY: <u>[Signature]</u>
Title <u>Senior Vice President</u>	<u>Henry A. Mitchler, Vice President</u>

Type or Print Name and Title of Each Signature

DJ

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es):
Unger, Richard J.
Unger, Elizabeth A.
410 Ridgeview Court
Arnold, Maryland 21012

2. Secured Party(ies) Name(s) And Address(es):
Yadkin Valley Bank & Trust Co.
P.O. Box 888
Elkin, N.C. 28621

RECORD FEE 10.00
POSTAGE .50
#399390 0263 R01 114:48
05/29/92
MARY M. ROSE
For Filing Officer

3. (a) This statement refers to original Financing Statement bearing File No. 026900
Filed with Anne Arundel County Date Filed 08-21 269287 19 87
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above, is being continued.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.
- 9.

10. Signatures:

10
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Yadkin Valley Bank & Trust Co.
By Catherine D. Townsend

By _____ Debtor(s) (necessary only if item 7 is applicable)

Secured Party(ies)
Standard Form Approved by
N.C. Sec. of State

(1) FILING OFFICER COPY - NUMERICAL

FINANCING STATEMENT CHANGE

UCC-3

A.A. County
C-02-09034
Fixture

STATE OF MARYLAND
BOOK 501 PAGE 13

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
NOT SUBJECT TO RECORDATION TAX.
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285713
RECORDED IN LIBER 577 FOLIO 494 ON 2/20/92 (DATE)

1. DEBTOR

Name Cunningham Asphalt Co., Inc.
Address 1073 St. Stephens Church Road Crownsville, Maryland 21032

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
	<p>To Correct the Debtor's Name as follows:</p> <p>From: Cunningham Asphalt Co., Inc.</p> <p>To: Cunningham Asphalt Company, Inc.</p>	

Cunningham Asphalt Company, Inc.
James Cunningham
(Signature of Debtor)
James Cunningham
Type or Print Above Name on Above Line

ORIX Credit Alliance, Inc.
Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

Dated _____

10
50

A.A. County
C-02-09034

STATE OF MARYLAND

BOOK 581 PAGE 14

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
NOT SUBJECT TO RECORDATION TAX.

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282479

RECORDED IN LIBER 562 FOLIO 379 ON 11/30/90 (DATE)

1. DEBTOR

Name Cunningham Asphalt Co., Inc.

Address 1073 St. Stephens Church Road Crownsville, Maryland 21032

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> AMENDMENT (Indicate whether amendment, termination, etc.)</p>
<p>To Correct the Debtor's Name as follows:</p> <p>From: Cunningham Asphalt Co., Inc.</p> <p>To: Cunningham Asphalt Company, Inc.</p>	

Cunningham Asphalt Company, Inc.

James Cunningham
(Signature of Debtor)
James Cunningham
Type or Print Above Name on Above Line

ORIX Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

Dated _____

1050

PARTIES

Debtor name (last name first if individual) and mailing address:
DOROTHY E. SAAR
81 B EDWARD LANE
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
81 B EDWARD LANE
LOTHIAN MD 20711

Debtor name (last name first if individual) and mailing address:
EASY LIVING INC
5408 SOUTHERN MARYLAND BLVD
LOTHIAN MD 20711

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

EASY LIVING INC
Maria L. Doughty, Agent

STANDARD FORM - FORM UCC-1 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **BOOK 581 PAGE 15 286453** Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County.
 real estate records of _____ County.

Number of Additional Sheets (if any): **7**
Optional Special Identification (Max. 10 characters): **8**

COLLATERAL

Identify collateral by item and/or type:
1978 TORCH INDUSTRIES
14 X 70 SERIAL# 3083 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered.
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
DOROTHY E. SAAR *Dorothy E. Saar*

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

Exempt From taxes
(K) UCC 1208k-4

STATE OF MARYLAND Conditional Sales Contract.

FINANCING STATEMENT FORM 822K 581 PAGE 16 Identifying File No. 286454

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5/13/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael R. & Lynn E. Stepanovich
Address 3703 Julian Ct. Randallstown, MD. 21133

2. SECURED PARTY

Name NORWEST FINANCIAL CORP.
Address 6710 Ritchie Hwy. S.E. Glen Burnie, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) wu 1330 Pd w/ADS. shelf, return trim
- (2) wu 1308 w/mirror backs
- (1) wu 1309-R
- (1) wu 1309-L

Wall units

(1) VCR Hanger

RECORD FEE \$2.00
POSTAGE .50
REGISTERED MAIL \$10.00
\$12.50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael R. Stepanovich
(Signature of Debtor)

Michael R. Stepanovich
(Type or Print Above Name on Above Line)

Lynn E. Stepanovich
(Signature of Debtor)

Lynn E. Stepanovich
(Type or Print Above Signature on Above Line)

Laura D. Tourville
(Signature of Secured Party)

LAURA D. TOURVILLE
(Type or Print Above Signature on Above Line)

12-50

PARTIES

Debtor name (last name first if individual) and mailing address:
Robert E. Griffin
613 Pamela Road
Glen Burnie, MD 21061

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:
Provident National Bank
200 Stevens Dr. Airport Buss. Center
MailStop 76-F-410
Philadelphia, Pa. 19113

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania —
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

BOOK 581 PAGE 17

286455



This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth
- Prothonotary of ANNE ARUNDEL County.
- real estate records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1992 Spectrum 1509	#FMCL26STJ192
1989 Mariner 40ELO	#00432684
1992 Motorguide Four	#2C06452T
1992 EZ Loader	#1DHDCBR15N1026225

NOT SUBJECT TO RECORDATION TAX

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —

- a. crops growing or to be grown on —
- b. goods which are or are to become fixtures on —
- c. minerals or the like (including oil and gas) as extracted on —
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1x Robert E. Griffin

1a

1b

RETURN RECEIPT TO:

Provident National Bank
200 Stevens Drive Airport Business Center
MailStop 76-F-410
Philadelphia, Pa. 19113

IK A

286456

BOOK 581 PAGE 18

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
doe tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Cordle, Sr., Timothy Brian
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Address 19 Sumack Road Glen Burnie, Maryland 21060

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

RECORD FEE 27.00
POSTAGE .50
MAY 14 1982
MD COL. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Timothy Brian Cordle, Sr.

(Signature of Debtor)
See Below

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

This statement is filed without the debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction when it was brought into this county or debtor's location changed to this county.

Handwritten initials and scribbles at the bottom of the page.

CONDITIONAL SALE CONTRACT NOTE

TO: Joseph Smith & Sons, Inc. ("Seller")

FROM: Timothy Brain Cordle, Sr. ("Buyer")

2001 Kenilworth Ave. Washington, DC 20029 (Address of Seller)

1005 Chesapeake Dr. Stevensville, MD 21666 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): *See Schedule A attached hereto and made a part hereof for payment schedule. One (1) Kenworth Cabover Tractor Model K100C, S/N 1NKKL29X9EJ354952

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 21,380.00; (2) Less DOWN PAYMENT In Cash \$ -0-; (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 21,380.00

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1005 Chesapeake Dr. Baltimore Stevensville MD 21666

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty one thousand three hundred eighty and 00/100 Dollars (\$ 21,380.00) being the above indicated Contract Price (hereinafter called the "time balance") in successive monthly installments, commencing on the 15th day of June, 19 91, and continuing on the same date each month thereafter until paid; the first installments each being in the amount of \$ and the final installment being in the amount of \$ with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 15, 19 91

BUYER(S)-MAKER(S) Timothy Brain Cordle, Sr. (SEAL)

Accepted: Joseph Smith & Sons, Inc. (Print Name of Seller Here)

(Print Name of Buyer-Maker Here)

By: (Witness as to Buyer's and Co-Maker's Signature)

By: Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HERUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") }

ASSIGNMENT

BOOK 581 PAGE 21

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 15, 1991 between Joseph Smith & Sons, Inc., as Seller/Lessor/Mortgagee, and Timothy Brain Cordle, Sr. 1005 Chesapeake Drive Stevensville, MD 21666 (Address)

(Name) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to OCAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that OCAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that OCAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and OCAI, if any, applicable to the purchase of paper as defined therein, by OCAI from us, are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if OCAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

INITIAL
HERE

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 21,380.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of May, 19 91. Joseph Smith & Sons, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5

581-22

's not used

Sh. be Land

5-29-92

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on
 reverse side of page 4 before completing

PARTIES
 Debtor name (last name first if individual) and mailing address:
DAVID L. ANGLIN
7400 SOUTH ELDON CT
HANOVER MD 21076 1

Debtor name (last name first if individual) and mailing address:
MARY C. ANGLIN
7400 SOUTH ELDON CT
HANOVER MD 21076 1a

Debtor name (last name first if individual) and mailing address:

 _____ 1b

Secured Party(ies) name(s) (last name first if individual) and address
 for security interest information:
OLYMPUS HOMES
PO BOX 532/5 LEEDS RD.
HANOVER MD 21076 2

Assignee(s) of Secured Party name(s) (last name first if individual) and
 address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor,"
 respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and
 "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect
 a security interest in collateral (check applicable box(es))-
 a. acquired after a change of name, identity or corporate structure of
 the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to
 this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a
 security interest was previously perfected (also describe proceeds in
 block 9, if purchased with cash proceeds and not adequately
 described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

OLYMPUS HOMES


Filing No. (stamped by filing officer): **286457** (DJ)
 Date, Time, Filing Office (stamped by filing officer):

BOOK **581** PAGE **23** 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code,
 and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. County _____
 Prothonotary of _____ County _____
 real estate records of _____ County _____ 6

Number of Additional Sheets (if any): 7
 Optional Special Identification (Max. 10 characters): 8

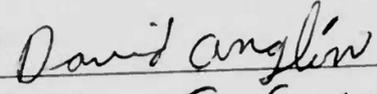
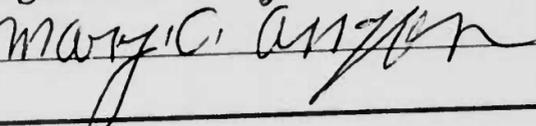
COLLATERAL

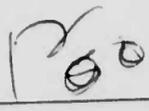
Identify collateral by item and/or type:
1984 NASHUA
14 X 70 SERIAL# 10143DK0-14204 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.
 (check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or
 minehead on -

the following real estate:
 Street Address: _____
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
 Name of record owner (required only if no Debtor has an interest of record): _____ 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
DAVID L. ANGLIN 
MARY C. ANGLIN 

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192


286458



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 4-28-97

1. Debtor(s) (Last Name First) and address(es) Stevens, Harold G. Stevens, Darlene D. 6448 Harrison Sq. Glen Burnie, MD 21061 C43563021	2. Secured Party(ies) and address(es) Chrysler First Finance Corp. P.O. Box 468029 Atlanta, GA 30346	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1991 Sea Ray 170 BR boat; #SERV5941F191 1991 Mercruiser motor; #OD603504 1991 Shoreland'r trailer; #1MDCHR12MG487541		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with: Anne Arundel County

By: _____ Signature(s) of Debtor(s)

By: Chrysler First Finance Corp.
Judene Hayes / Credit Man Signature(s) of Secured Party(ies)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 03/25/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jasons Music Center, Inc.
 Address 8230 Ritchie Highway//Pasadena, Md. 21122

2. SECURED PARTY

Name Boosey & Hawkes Buffet Crampon
 Address 1925 Enterprise Ct.//P.O. Box 130
Libertyville, Il. 60048

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY AND RECEIVABLES RELATED TO THE SALE OF SAID INVENTORY AND RENTAL INCOME OF DEBTORS.

MUSICAL INSTRUMENTS AND ACCESSORIES FROM SECURED PARTY, BOOSEY & HAWKES/BUFFET CRAMPON

RECORD FEE	10.00
POSTAGE	.50
#398130 C263 R01 T11:15	
05/29/92	

MARY M. ROSE
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

103

X [Signature]
 (Signature of Debtor)

Steven L. Cohen - President
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

Barb Findling/Boosey & Hawkes Buffet Crampon
 Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

286460

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name Hardee's Food Systems, Inc.
Address 1233 Hardees Boulevard, Rocky Mount, NC 27802

2. ~~SECURED PARTY~~ LESSOR:

Name CLG, Inc.
Address 3001 Spring Forest Rd., Raleigh, North Carolina

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Assignment of Lease Agreement dated July 9, 1985, Supplement No. 197 between Hardee's Food Systems, Inc. as Lessee and CLG, Inc. as Lessor. This filing relates to property subject to a true lease and is for informational purposes only. See attached Exhibit A for further description of the equipment as covered by the aforementioned Lease(s).

Name and address of Assignee
RECORD FEE 12.00

#398190 0263 R01 T11:26
05/29/92

Recordation taxes paid in the amount of \$288.75 by instrument # 3404 2175 filed on March 23, 1992. MARY M. ROSE
HA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

LESSEE: Hardee's Food Systems, Inc.

Peter M Hill
(Signature of Debtor)

Peter M Hill, VP, Invo Svcs.
Type or Print Above Name on Above Line

LESSOR: CLG, Inc.

EDWIN LEE
VP ADMINISTRATION
Type or Print Above Signature on Above Line

APPROVED
LEGAL DEPARTMENT
BY: KML
DATE: 1-17-92

Filed With Anne Arundel County/Maryland

EXHIBIT A
THE EQUIPMENT

LESSEE: Hardees Food Systems, Inc.

LEASE DATED: July 9, 1985

SUPPLEMENT NO.: 197

LOCATION: Linthicum Heights MD

QTY	TYPE	DESCRIPTION OF EQUIPMENT	MODEL	SERIAL NUMBER
(1)	DEC	VMS Sys PD UP 120/60	825BA-AE	KA74303236
(2)	DEC	Multifunc, VAXBI 8Asyn, 1syn, LP	8250/2	N/A
(2)	DEC	Cabkit w/8ft cable VAX8200	DMB32-M	N/A
(1)	DEC	TU81 to TU81-Plus upgrade for Serial No. SPO0985	CK-DMB32-LM	N/A
(1)	DEC	Local Network Interconnect-US	TU81E-UG	N/A
(3)	DEC	DS200 RS232 8Line TRMSV 120V	DELNI-AA	AS60826
(3)	DEC	Ethernet/IEEE 802.3 Devices	DSRVB-AA	AG761JV621 AG761JV635 AG761JV647
(1)	DEC	10M IEEE 802 PVC STR AUI Cbl	BNE4C-02	N/A
(3)	DEC	DS200 Lic	BNE3H-10	N/A
(1)	DEC	VAX DBMS Lic	Q5Z06-UZ	N/A
(1)	DEC	VAX CDD Lic	Q5899-UZ	N/A
(1)	DEC	VAX-11 DTR Lic	Q5897-UZ	N/A
(1)	DEC	All-in-one-lic	Q5898-UZ	N/A
(1)	DEC	Upgrade Feature	Q5AAA-UZ	N/A
			TU81	N/A

TRANSACTION NO.: 4001613(sg)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXXXX~~ Lessee:

Name Hardees Food Systems, Inc.
 Address 1233 Hardees Boulevard, Rocky Mount, North Carolina, 27802

2. ~~XXXXXXXXXXXXXXXXXX~~ Lessor:

Name CLG, Inc.
 Address 3001 Spring Forest Road, Raleigh, North Carolina, 27604

RECORD FEE 11.00
 #398200 0263 R01 111:27
 05/29/92

Person And Address To Whom Statement Is To Be Returned If Different From Above MARY M. ROSE

3. Maturity date of obligation (if any) _____ AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property: (list)

Assignment of Lease Agreement dated July 9, 1985, Supplement No. 203 between Hardee's Food Systems, Inc. as Lessee and CLG, Inc. as Lessor covering (1) DEC Processor Upgrade Model 8250 to Model 8350 and DECENT licenses, Model 8350, S/N: N/A, located in Linthicum Heights ~~XXXXXX~~, MD. This filing relates to property subject to a true lease and is for informational purposes only.

Name and address of Assignee

Recordation taxes paid in the amount of \$174.90 by instrument # 3404 2177 filed on March 23, 1992.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Lessee: Hardees Food Systems, Inc.

Handwritten initials

Peter M Hill
 (Signature of ~~XXXXXXXX~~ Lessee)

Peter M Hill, VP, INFO. SCS.
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lessor: CLG, Inc.

EDWIN J. LEE

Administrative
 (Signature of ~~XXXXXXXX~~ Lessor)
 TREASURER

Type or Print Above Signature on Above Line

Filed with:
 Anne Arundel County/MD

APPROVED
 LEGAL DEPARTMENT
 BY: Km
 DATE: 1-17-92



286462
FINANCING STATEMENT

Debtor or Assignor Form

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 120,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Dr. Barry F. Manson, D.D.S.

821 W. Benfield Road, Suite #6
Severna Park, MD 21146

SECURED PARTY

**BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401**

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property
(the collateral):

All Furniture, Fixtures, Equipment & Accounts Receivable
now owned or hereafter acquired by Dr. Barry F. Manson, D.D.S.

RECORD FEE 11.00

RECORD TAX 840.00

2. The collateral property is affixed or to be affixed to or is or is to be ~~cropped~~ on the
following real estate:

PROPERTY .50

#390470 0263 R01 T11:44

05/29/92

MARY M. ROSE

AA CO. CIRCUIT COURT

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the
address stated.

Debtor (or Assignor)

[Signature]
Dr. Barry F. Manson, D.D.S.

Secured Party (or Assignee)

BANK OF ANNAPOLIS

BY

[Signature]
William A. Murphy, Vice President

Type or print names under signatures

Mail to: **BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492**

11
840
50

286463

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$122,900.

If this statement is to be recorded in land records check here

This financing statement Dated March 31, 1992, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R. Lumber Center, Inc.

Address 645 Mayo Road, Edgewater, Maryland, 21037

2. SECURED PARTY

Name David J. Temple

Address 335 Derbyshire Lane, Riva, Maryland, 21140

Sanford D. Schreiber, Suite 1200, 20 S. Charles St., Balto., Md.

Person And Address To Whom Statement Is To Be Returned If Different From Above. 21201

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's personal property, tools, machinery, equipment, furniture, fixtures, goods, supplies, vehicles, trucks, inventory (as defined in the Security Agreement), licenses, leasehold interests, contract rights, accounts, account receivables, general intangibles, things in action, chattel paper and instruments, whether now or hereafter acquired, and all products and cash or non-cash proceeds thereof.

RECORD FEE 11.00

RECORD TAX 861.00

STAMP 50

APPROX. 11:45

05/29/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R. LUMBER CENTER, INC.

By: Donald G. Ploss, Pres
(Signature of Debtor)

Donald G. Ploss, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David J. Temple

(Signature of Secured Party)

David J. Temple

Type or Print Above Signature on Above Line

11
861-
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **286464**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

Equipment is Inventory

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.
Address 1223 Dorsey Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.
Address P. O. Box 676, 1331 A Ashton Road, Hanover, Maryland 21076

RECORD FEE 17.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above
#595880 0263 R01 T12:06
05/29/92

3. Maturity date of obligation (if any) _____

MARY H. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

Marvin Stursa, V.P.
(Signature of Debtor)

Marvin Stursa, V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

50

300 Lighting Way
Secaucus, New Jersey 07096-1525

ORIX CREDIT ALLIANCE, INC.

170 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 5th day of May, 1992 BOOK 581 PAGE 32 by and between

Powerscreen Equipment Rentals, Inc., having its principal place of business at
(Name of Mortgagor)

1223 Dorsey Road, Glen Burnie, Maryland 21061
(Address of Mortgagor)

"Mortgagor", and ORIX Credit Alliance, Inc. "Mortgagee";
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, the being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

Powerscreen Equipment Rentals, Inc. (Seal)

By *[Signature]* Secretary/Witness (Title)

STATE OF Maryland

COUNTY OF Anne Arundel *Marix Stursa* being duly sworn, deposes and says:

- 1. He is the Vice President of Powerscreen Equipment Rentals, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 5th day of May 19 92 by *[Signature]* DEBORAH A. FRANK NOTARY PUBLIC STATE OF MARYLAND My Commission Expires April 1, 1996

STATE OF Maryland COUNTY OF Anne Arundel SS *Deborah A. Frank*, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 5th day of May 19 92 in (Place) *Danover* in said County, before me personally appeared *Marix Stursa* to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.
(For Partnership) and known as and to be member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.
(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the Vice President of Powerscreen Equipment Rentals, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the true, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written (Notarial Seal) *Deborah A. Frank* NOTARY PUBLIC STATE OF MARYLAND My Commission Expires April 1, 1996

SCHEDULE "A"

BOOK **581** PAGE **34**

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated May 5, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Powerscreen MKII		2731524 2731956
One (1)	Powerscreen Dewaterer		3501567
Two (2)	Powerscreen M70 Conveyor		5401507 5401713
One (1)	Powerscreen Commander		5102665

And all attachments and accessories thereto. Mortgagor hereby grants and conveys to the Mortgagee a continuing security interest in and to all present and hereafter acquired notes, accounts, accounts receivable, leases, chattel paper, rentals and other income related to the Mortgaged Property or otherwise arising out of the lease or rental of the Mortgaged Property and any and all proceeds thereof.

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

ORIX Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

Powerscreen Equipment Rentals, Inc.

By: *[Signature]*



10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255503

RECORDED IN LIBER 482 FOLIO 283 ON 2/5/85 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address Box 2404, 8319 Md Rt. 3, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
#167500 0191 R03 713:40
05/29/85

MARY N. ROSE

AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257438

RECORDED IN LIBER 487 FOLIO 069 ON 7/23/85 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address Md. Rt. 3, Box 2404, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>RECORD FEE 10.00</p> <p>#147510 0191 R03 T13:46</p> <p>05/29/92</p> <p>MARY M. ROSE</p> <p>AA CO. CIRCUIT COURT</p>	
	<p>03</p>	

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260793

RECORDED IN LIBER 495 FOLIO 568 ON 3/13/86 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address Box 2404, 8319 Md Rt. 3, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00

#167520 0191 003 113-46

05/29/86

MARY N. ROSE

AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow
 (Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
 Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269911

RECORDED IN LIBER 518 FOLIO 229 ON 9/29/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DIGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
#167530 0191 003 71346
05/29/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

10

STATE OF MARYLAND

Anne Arundel County
C-02-03065

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263380

RECORDED IN LIBER 501 FOLIO 595 ON 8/20/86 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) TERMINATION
	_____ _____ _____	
	_____ _____ _____	

RECORD FEE 10.00
#167540 1191 803 71346
08/20/86

MARY H. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

15

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261066

RECORDED IN LIBER 496 FOLIO 285 ON 4/1/86 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.
Address 8319 Md Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation
Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
#167550 0191 R03 T1046
05/29/86
MARY M. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

10

STATE OF MARYLAND

Anne Arundel County
C-02-02272

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259133

RECORDED IN LIBER 491 FOLIO 314 ON 11/8/85 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md Rt. 3, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00
8167560 0191 R03 71347
05/29/92

MARY H. ROSE

AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. UPGR. MGR.
Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253753

RECORDED IN LIBER 477 FOLIO 412 ON 9/10/84 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.
Address Box 2404, 8319 Md Rt. 3, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation
Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
	<p>RECORD FEE 10.00 #167570 0191 R03 113-47 05/29/92 MARY N. ROSE AA CO. CIRCUIT COURT</p>	

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268630

RECORDED IN LIBER 514 FOLIO 557 ON 7/16/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
#167500 0191 R03 71347
05/29/92

MARY N. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER MGR.
Type or Print Above Name on Above Line

10

STATE OF MARYLAND

Anne Arundel County
C-02-04411

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 288761

RECORDED IN LIBER 515 FOLIO 126 ON 7/23/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md. Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) TERMINATION</p>
	<p>RECORD FEE 10.00 #167590 0191 R03 113147 05/29/92 MARY N. ROSE</p>	
	<p>AA CO. CIRCUIT COURT</p>	

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

15

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253692

RECORDED IN LIBER 477 FOLIO 335 ON 9/4/84 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address Box 244, 8319 Md Rt. 3, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00
#147610 0191 R03 T13-40
05/29/84

MARY M. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

15

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270137

RECORDED IN LIBER 518 FOLIO 594 ON 10/13/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address P.O. Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>TERMINATION</u></p>
	<p>RECORD FEE 10.00 H187600 1191 R03 113047 05/29/92 MARY N. ROSE AA CO. CIRCUIT COURT</p>	
	<p>Credit Alliance Corporation</p>	

Dated _____

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271137

RECORDED IN LIBER 521 FOLIO 119 ON 12/21/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.
Address Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation
Address Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00
#187520 0191 R03 713*40
05/29/92

MARY H. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

18

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269908

RECORDED IN LIBER 518 FOLIO 223 ON 9/29/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address Md Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>RECORD FEE 10.00</p> <p>#167630 1191 R03 713140</p> <p>05/29/87</p> <p>MARY N. ROSE</p> <p>AA CO. CIRCUIT COURT</p>	

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269891

RECORDED IN LIBER 518 FOLIO 338 ON 9/25/87 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 MD Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) TERMINATION</p>
	<p style="text-align: right;">RECORD FEE 10.00 #167640 0191 103 713:45 05/29/91 MARY N. ROSE AA CO. CIRCUIT COURT</p>	

Credit Alliance Corporation

Dated _____

Frankie Tetlow
(Signature of Secured Party)
FRANKIE TETLOW, ASST. OPER. MGR.
Type or Print Above Name on Above Line

10

STATE OF MARYLAND

Anne Arundel County
C-02-03204

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264011

RECORDED IN LIBER 503 FOLIO 327 ON 9/30/86 (DATE)

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
8167650 0191 R03 113:42
05/29/92

MARY H. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

10

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Network & Computer Solutions, Inc.
(Name or Names)
479 Jumpers Hole Road, Suite 405, Severna Park, Maryland 21146
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, Maryland 21236
(Address)
3. ASSIGNEE (if any) of SECURED PARTY: The Bank of Glen Burnie
(Name or Names)
101 Crain Highway, S.E., Glen Burnie, Maryland 21061
(Address)

4. This Financing Statement covers the following types (or items) of property:

SEE SCHEDULE "A" ATTACHED HERETO AND FORMING A PART HEREOF.

RECORD FEE 11.00
#167090 0191 R03 713:09
05/29/92
MARY H. ROSE
AA CO. CIRCUIT COURT

"THIS TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS".

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
Network & Computer Solutions, Inc.
By: Brenda J. Wilt x President
(Type or print name of person signing) (Title)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: Lisa A. Barcase
(Type or print name of person signing)

By: _____
(Type or print name of person signing) (Title)

Return To: _____

EQUIPMENT SCHEDULE "A"

Lease # 01172

This Equipment Schedule "A" is to be attached to and become part of that FINANCING STATEMENT dated _____ 19 _____ by and between the undersigned and

MAY 27th, 1992
ATLANTIC INDUSTRIAL CREDIT CORPORATION

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (Manufacturer's Serial No., other identification, indicate whether new or used equipment)
(1)		NCS COMPUTERS, STORE SIGN
(1)		7' X 8' Raised Wood Deck
(1)		Ceiling Outlet for Bench
(1)		40lf of Laminated Shelving
(1)		Custom Wall
(1)		4' X 2' X 3' Angled Front Wall Display
(1)		22lf of Shelving with 4 Under Counter Door Units
(1)		2'6" X 10' Shelf with Plastic Laminate Finish
(3)		Wall Frame for Office Units
(1)		Free Standing Laminated Desk Unit
INCLUDING ALL INVENTORY AND FURNITURE LOCATED AT 112 SOUTH MAIN STREET, WILKES-BARRE, PENNSYLVANIA .		

This Equipment Schedule "A" is hereby verified as correct by the undersigned Lessee, who acknowledges receipt of a copy.

LESSEE: Network & Computer Solutions, Inc.
(Full Legal Name)

Signature

Title



Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

Recording Fee for 53
BOOK. Co. in the amount
of \$ 58.00

286466

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

William F. Cook
Constance R. Cook
630 229th Street
Pasadena, MD 21122

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

Inventory, raw materials, etc., including after acquired and proceeds.

Accounts, including after acquired, and proceeds.

Contract rights, including after acquired, and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

Kaypro at computer Serial # 3791122, 40 MG Hard Drive serial# 499287
EGA Color Monitor serial# 8CM6430799, Panasonic Scanner serial# 79112

RECORD FEE 12.00
RECORD TAX 45.50
POSTAGE .50

05/29/92

MARY N. ROSE

CLERK OF COURT

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 6,500.00 .

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: _____

William J. Bush, Assistant Vice President
(Type Name and Title)

DEBTOR:

William F. Cook

Constance R. Cook

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

12.00
45.50
150

STATE OF MARYLAND

BOOK 581 PAGE 54 Anne Arundel Co. MD

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276787

RECORDED IN LIBER 539 FOLIO 360 ON 4/5/89 (DATE)

1. DEBTOR # 328820 C777 R03

Name Industrial Water Blasting, INC.
Address P.O. Box 796, Ellicott City, MD 21043

2. SECURED PARTY

Name Midlantic National Bank/South
Address P.O. Box 6000 Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
#167210 0191 R03 T13:22
05/29/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigned To: Inducto/WGL Leasing Co. P.O. Box 302, 130 West Lancaster Avenue, Wayne, PA 19087</p>	

Dated 3/28/91

Midlantic National Bank
(Signature of Secured Party)
W. Lloyd Dorman/AC
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~401190~~ 283085

RECORDED IN LIBER _____ FOLIO _____ ON 2/28/91 (DATE)

1. DEBTOR Anne Arundel Cty., MD

Name Pinpoint Print & Graphics, Inc.

Address 2905 The Concord Court, Ellicott City, MD 21043

2. SECURED PARTY

Name MetLife Capital Credit Corp.

Address Ten Stamford Forum, Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00

POSTAGE .50

#167240 CIR 1 R03 713:26

05/29/92

M. ROSE

CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated March 31, 1992

Frances Mazzacapa
(Signature of Secured Party)

Frances Mazzacapa
Type or Print Above Name on Above Line

STATE OF MARYLAND

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UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

NOT SUBJECT TO RECORDATION TAX.
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232436

RECORDED IN LIBER 425 FOLIO 81 ON 5/5/80 (DATE)

1. DEBTOR

Name SAM &TCO Precast Corporation

Address 3708 West Street, Landover, MD 20785

2. SECURED PARTY

Name Credit Alliance Corporation

Address 1900 Sulphur Spring Road Baltimore, MD 21227

Box 676, 1331A Ashton Road Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> XXXXXX The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
R167250 0191 R03 713-27
05/29/80

MARY N. ROSE
AA CO. CIRCUIT COURT

Credit Alliance Corporation

Dated _____

Frankie Tetlow

(Signature of Secured Party)

FRANKIE TETLOW ASST OPER MGR.
Type or Print Above Name on Above Line

115.50

286467

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
STERLING, INC.
375 GHENT ROAD
AKRON, OHIO 44313
{SEE SCHEDULE I FOR ADDITIONAL
DEBTOR(S)} FED TAX ID# 34-0630873

2. Secured Party(ies) and address(es)
AURAFIN CORPORATION
14001 N.W. 4TH STREET
SUNRISE, FL 33325
FED TAX ID# 56-1333880

3. Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 21.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:

CONSIGNED GOODS DESCRIBED IN ANNEX A ATTACHED
HERETO AND MADE A PART HEREOF

SEE ATTACHED

RECORDATION TAX DOES NOT APPLY.
NOTICE PURPOSES ONLY - NO SECURITY INTEREST.

5. Assignee(s) of Secured Party and Address(es)

05/29/93
MARY H. ROSE
AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

D 250463
ANNE ARUNDEL COUNTY, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

GEORGE FRANKOVICH, CORPORATE SECRETARY

STEVEN HANSEN, V.P./CFO

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE I
ADDITIONAL DEBTOR(S)

1. STERLING JEWELERS, INC.
375 GHENT ROAD
AKRON, OH 44313
FED TAX ID# 52-0964503

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SIGNATURE

Ray S. Smith Sec

2-1-52



ANNEX A
COLLATERAL DESCRIPTION

THIS FINANCING STATEMENT IS FILED AS A MEMORANDUM OF A CONSIGNMENT TRANSACTION, UNDER THE TERMS OF AN AGREEMENT DATED MARCH 30, 1992 BETWEEN AURAFIN CORPORATION, AS CONSIGNOR, AND STERLING, INC., AND STERLING JEWELERS INC., AS CONSIGNEE, COVERING ALL KARAT GOLD, STERLING SILVER OR VERMEIL JEWELRY WITH OR WITHOUT PRECIOUS OR SEMI-PRECIOUS STONES, INCLUDING GOLD CHAIN, CHARMS, RINGS, EARRINGS AND BRACELETS, WHICH MAY AT ANY TIME NOW OR HEREAFTER BE CONIGNED BY CONSIGNOR TO OR FOR THE ACCOUNT OF CONSIGNEE, LOCATED ON THE PROPERTIES SET FORTH IN THE ATTACHED ANNEX B, OR SUCH OTHER LOCATIONS AS CONSIGNOR MAY HEREAFTER BE APPRISED.

MARYLAND

Kay Jewelers
3853 Branch Ave.
Iverson Mall S.C., space 64
Hillcrest Heights, MD 20748
(Prince George's)

Kay Jewelers
133-A Annapolis Mall
Annapolis Mall
Annapolis, MD 21401 (Anne Arundel)

Kay Jewelers
2309 Brightseat Rd.
Landover Mall, Space O-1
Landover, MD 20785
(Prince George's)

Kay Jewelers
3500 East-West Highway
Prince George's Plaza, space 2-8A
Wyattsville, MD 20782
(Prince George's)

Kay Jewelers
6901 Security blvd.
Security Square Shop Center, 257
Baltimore, MD 21207

Kay Jewelers
11301 rockville Pike
White Flint Mall
Kensington, MD 20895
(Montgomery)

Kay Jewelers
701 Russell Avenue
Lakeforest Mall
Gaithersburg, MD 20877
(Montgomery)

Kay Jewelers
Reistertown Plaza
Baltimore, MD 21215

Kay Jewelers
8200 Perry Hall Blvd.
White Marsh Mall, Unit 1163
Baltimore, MD 21236

Kay Jewelers
6150 Greenbelt Road
Beltway Plaza S.C.
Greenbelt, MD 20770
(Prince George's)

Kay Jewelers
118 Shawan Road
Hunt. Valley Mall, Space 117
Cockeysville, MD 21030 (Baltimore)

Kay Jewelers
2300 N. Salisbury Blvd.
Centre at Salisbury, Unit D-107
Salisbury, MD 21801
(Wicomico)

Kay Jewelers
7101 Democracy Blvd.
Montgomery Mall, space 2084
Bethesda, MD 20817
(Montgomery)

Kay Jewelers
6400 Rossville Blvd.
Golden Ring Mall, Unit 257
Baltimore, MD 21237

Kay Jewelers
1262 Vocke Road
Country Club Mall, Suite 106
Cumberland, MD 21502
(Allegany)

Kay Jewelers
6711 Govenor Ritchie Hwy.
Glen Burnie Mall, Unit 221
Glen Burnie, MD 21061
(Anne Arundel)

Kay Jewelers
3253 Donnell Drive
Forest Village Park Mall, Space G-4
Forestville, MD 20747
(Prince George's)

Kay Jewelers
5000 Route 301 south
St. Charles Towne Center, suite 2057
Waldorf, MD 20603 (Charles)

MARYLAND (cont.)

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Kay Jewelers
1160 Viera Mills Rd.
Wheaton Plaza, Space 189
Wheaton, MD 20902 (Montgomery)

Kay Jewelers
Frederick Towne Mall
Route 40 West Bldg.C-1 room 408
Frederick, MD 21701

Kay Jewelers
Valley Mall
1-81 and Halfway Blvd.
Hagerstown, MD 21740

Kay Jewelers
North Point & Eastern Rd.
Eastpoint Mall, Space 7807-B
Baltimore, MD 21224

Kay Jewelers
Laurel Centre
14844 Baltimore Washington Blvd.
Unit G-B
Laurel, MD 20707

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Dirt Contractors, Inc.
Address 1206 Heartwood Court Arnold, Maryland 21012

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.
Address 108 East Baltimore Street Funkstown, Maryland 21734
ORIX Credit Alliance, Inc. P.O. Box 676 Hanover, Maryland 21076
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

ORIX Credit Alliance, Inc.
P.O. Box 676
1331A Ashton Road
Hanover, Maryland 21076

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE .50
#167270 0191 R03 T13:28
05/29/92
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Dirt Contractors, Inc.

Salvatore Leva 5-15-92
(Signature of Debtor)

Salvatore Leva
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Valley Supply & Equipment Company, Inc.

Howard Kline, Pres.
(Signature of Secured Party)

Howard Kline, Pres.
Type or Print Above Signature on Above Line

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

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TO: Valley Supply & Equipment Company, Inc. ("Seller") FROM: Annapolis Dirt Contractors, Inc. ("Buyer")
108 East Baltimore Street Funkstown, Maryland 21734 (Address of Seller) 1206 Heartwood Court Arnold, Maryland 21012 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) 1987 Wacker Walk Behind Roller Model 86WD86-110, S/N 604002508 And all attachments and accessories thereto. *Description of any Trade-In:	(1) CASH SALE PRICE	\$ 11,025.00
	(2) DOWN PAYMENT In Cash	\$ 3,025.00
	(3) DOWN PAYMENT In Goods* (Trade-In Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 8,000.00
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 250.00
	Describe and Itemize	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 8,250.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 1,470.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 9,720.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 12,745.00	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1206 Heartwood Court Arnold Anne Arundel Maryland
 (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Nine thousand seven hundred twenty and 00/100 Dollars (\$ 9,720.00) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 20th day of June, 1992, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 405.00 and the final installment being in the amount of \$ 405.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 15, 19 92 BUYER(S)-MAKER(S):
 Accepted: Valley Supply & Equipment Company, Inc. (SEAL) Annapolis Dirt Contractors, Inc. (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: [Signature] By: [Signature]
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

By: _____
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

(Witness)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 15, 1992

between Valley Supply & Equipment Company, Inc., as Seller/Lessor/Mortgagee, and Annapolis Dirt Contractors, Inc. 1206 Heartwood Court Arnold, Maryland 21012 (Address)

(Name)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property, that OCAI may in our OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York. OCAI agrees to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 9,720.00 15th day of May, 19 92

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of May, 19 92

Valley Supply & Equipment Company, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Woodward & Lothrop
Parole Plaza Shopping CTR
33 Parole Plaza
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Litton Systems, Inc.
Airtron Division
Diamonair Products Group
200 East Hanover Avenue
Morris Plains, NJ 07950

3 Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

This Financing Statement is a Memorandum of a Consignment Agreement dated May 8, 1992 between Woodward & Lothrop, as Consignee and Litton Systems, Inc., as Consignor, covering all merchandise which may at any time, now or hereafter, be consigned to Consignee by Consignor, including, without limitation, fourteen karat (14K) and ten karat (10K) gold jewelry marked with the "Li" symbol stamped in the gold jewelry, rings, pendants and earrings, all set with cubic zirconia or other related items. Not subject to recordation tax.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

DETAILS .50

#167320 0191 ROS T13+36

05/29/92

MARY M. ROSE

AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Woodward & Lothrop, Inc.

Litton Systems, Inc. Airtron Division

By: Joseph Mallini
Signature(s) of Debtor(s)

SUP
Title

By: [Signature]
Signature(s) of Secured Party(ies)

[Signature]
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Search # 516

TO BE FILED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

BOOK 581 PAGE 67

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

286470

For Filing Officer Use
File No. _____
Date and _____
Hour _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity Date (if any):

<u>Name(s) of Debtor(s) or Assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
TIAB CORPORATION, a Pennsylvania corporation, a/k/a T.I.A.B. Corporation, doing business as Kemp Mill Records (sometimes doing business as Kemp Mill Music)		11420 Old Baltimore Pike Beltsville, Maryland 20705 and SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL ADDRESSES OF DEBTOR		

<u>Name of Secured Party or Assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
NATIONSBANK OF D.C., N.A.		1801 K Street, N.W. Washington, D.C. 20006		

RETURN TO: NATIONSBANK OF D.C., N.A.
1801 K Street, N.W.
Washington, D.C. 20006
Attn: MARINA #251235669 5/4/92

1. This Financing Statement covers the following types (or items) of property: (List of descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE "B" ATTACHED HERETO AND MADE A PART HEREOF (If affixed to realty-state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered.

5. Products of collateral are also covered.

RECORD FEE 16.00
POSTAGE .50
#458690 (489 R02 T14:35
05/29/92
MARY H. ROSE
AA CO. CIRCUIT COURT

6. (This section applicable in MARYLAND only.) STRIKE OUT INAPPLICABLE WORDING. The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Title 12 of the Tax-Property Article of the Annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$_____.

Debtor:

[Corporate Seal]
ATTEST:

TIAB CORPORATION, a Pennsylvania corporation, a/k/a T.I.A.B. Corporation, doing business as Kemp Mill Records (sometimes doing business as Kemp Mill Music)

By: _____
Name: H. Appert
Title: _____

By: Stanley Wahler, Pres
Stanley Wahler, President

16.00
50

The following are the Debtor's additional addresses:

- | | |
|---|---|
| 1. 13623-A Georgia Avenue
Silver Spring, MD 20906 | 2. 13811 Outlet Drive
Silver Spring, MD 20904 |
| 3. 534 N. Frederick Avenue
Gaithersburg, MD 20760 | 4. 18149-18151 Village Mart Dr.
Olney, MD 20832 |
| 5. 5214 Nicholson Lane
Kensington, MD 20895 | 6. 891-A Rockville Pike
Rockville, MD 20852 |
| 7. 7310 Baltimore Blvd.
College Park, MD 20740 | 8. 7541 Greenbelt Road
Greenbelt, MD 20770 |
| 9. 3801-C Branch Avenue
Temple Hills, MD 20748 | 10. 356 Domer Avenue
Laurel, MD 20707 |
| 11. 1809 Reisterstown Rd.
Suite 113
Baltimore, MD 21208 | 12. 6435 Dobbin Road
Columbia, MD 21045 |
| 13. 6 Ridgely Road
Timonium, MD 21093 | 14. 150 O Jennifer Rd.
Annapolis, MD 21043 |
| 15. 2459-B 18th St., N.W.
Washington, D.C. 20001 | 16. 1518 Connecticut Ave., N.W.
Washington, D.C. 20036 |
| 17. 1900 L St., N.W.
Washington, D.C. 20036 | 18. 4000 Wisconsin Ave., N.W.
Washington, D.C. 20016 |
| 19. 4304 Connecticut Ave., N.W.
Washington, D.C. 20008 | 20. 1260 Wisconsin Ave., N.W.
Washington, D.C. 20007 |
| 21. 8359-B Sudley Road
Manassas, VA 22091 | 22. 6551 Springfield Mall
Springfield, VA 22150 |
| 23. 261 S. Van Dorn St.
Alexandria, VA 22304 | 24. 6212 Braddock Road
Annandale, VA 22003 |
| 25. 3536-C South Jefferson St.
Baileys X-Roads, VA 22041 | 26. 9650 Main Street
Fairfax, VA 22046 |
| 27. 11130 Southlakes Drive
Reston, VA 22091 | 28. 1514 Belleview Blvd.
Alexandria, VA |
| 29. 1226-B West Broad St.
Falls Church, VA 22046 | 30. 2437 Centerville Rd.
Suite E-1
Herndon, VA 22070 |
| 31. 7263 Arlington Blvd.
Falls Church, VA 22042 | 32. Space 795, Suite 957
2700 Potomac Mills Center
Woodbridge, VA 22192 |
| 33. 331 Maple Avenue
Vienna, VA 22180 | 34. 3 First Street
Rehoboth, Delaware 19971 |
| 35. 8001-B Coastal Highway
Ocean City, MD 21842 | |

The following items are covered by this Financing Statement:

(a) All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles (including without limitation the right to use the trade names "Kemp Mill Records" and "Kemp Mill Music" and variations thereof, together with all trademarks and any copyrighted material now or hereafter owned by Debtor, and all customer and mailing lists), notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing;

(b) All of Debtor's present and future inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished under a contract for services, and raw materials, work in process and materials used or consumed or to be used or consumed in Debtor's business;

INITIALS:  (c) ~~All of Debtor's present and future furniture, fixtures, equipment, machinery and supplies of every type and nature now or hereafter used in Debtor's business;~~

(d) All property, goods and chattels of the same classes as those described above, acquired by Debtor subsequent to the execution of this Financing Statement and prior to its termination;

(e) All cash and non-cash proceeds of any or all of the foregoing; and

(f) All increases, substitutions, replacements, additions and accessions thereto.

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM
TO BE RECORDED IN LAND RECORDS YES NO
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 05-05-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code
Debtor(s) (Last Name First) and mailing address:

Ormsby, MD, Marcia V.
116 Defense Highway, Suite 500
Annapolis, MD 21401

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00

POSTAGE .50

Name and address of Secured Party

Bank of Maryland
2661 Riva Road, Building 700
Annapolis, MD 21401

Name and address of Assignee

#370880 0263 R01 T13:31

05/29/92

MARY H. ROSE

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected.

Ormsby, MD, Marcia V.
Signature of Debtor

Bank of Maryland
[Signature]
Signature of Secured Party

MD CO. CIRCUIT COURT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying file 581 PAGE 71

286472

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$6,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAFALKO, JOHN W. and RAFALKO, SHARON Y.
Address BOX 3323A THOMAN DRIVE RD #3, SPRING GROVE, PA 17362

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21046
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 HUNTER 23' HULL #: HUN233871586
BOAT STORAGE: (S) FERRY POINT YACHT BASIN ARNOLD, MD
(W) SAME AS SUMMER
TRAILER:
1986 MATI 23'
SERIAL #: MT855740
1990 NISSAN 5 HP SER#: 44934

Name and address of Assignee	
RECORD FEE	12.00
RECORD TAX	42.00
POSTAGE	.50
#399120 0263 R01 114:21	
05/29/92	
MARY M. ROSE	
AA CO. CIRCUIT COURT	

CHECK THE LINES WHICH APPLY

12
42
50

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Sign Here John W. Rafalko
(Signature of Debtor)
JOHN W. RAFALKO

Type or Print Above Name on Above Line

Sign Here Sharon Y. Rafalko
(Signature of Debtor)
SHARON Y. RAFALKO

Type or Print Above Signature on Above Line

Melanie L. Hughes
(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

286473

FINANCING STATEMENT (FORM UCC-1) BOOK 581 PAGE 72

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Telespectrum Training Services, Inc.
190 Admiral Cochrane Dr. #100
Annapolis, MD 21401

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

ASSIGNEE OF LESSOR:

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

If checked, see Equipment Schedule attached hereto and made a part hereof.

OFFICE FURNITURE SYSTEMS / WORKSTATIONS

Artopex "Lam" System Workstations

35 Artopex "Lam System" LO-AEG Multi Adjustable

Arm Chairs w/ Black Frame and Staccato ST-53 Dark Teal Uphostery

Per Equipment Specifications Attached Hereto

And Made A Part Hereof

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

RECORD FEE 21.00

POSTAGE .50

#399300 0263 R01 114:40

05/29/92

LESSEE
Telespectrum Training Services, Inc.

LESSOR
BUTLER LEASING COMPANY

MARY M. ROSE
AA CO. CIRCUIT COURT

BY: [Signature]

BY: [Signature]

PRINT NAME & TITLE: Laura E. Spawcutter Pres

Grace M. Cabbage, Underwriter

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

SCHEDULE
EQUIPMENT

BOOK 581 PAGE 73

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

QUANTITY DESCRIPTION

Three (3) Four Person Workstations

Using Artopex "Lam" Systems furniture. Panels are 66" high, and 54" high as indicated on drawing. Each workstation is equipped with overhead open shelving with tasklight below (excluding over corner worksurface); and a mobile pedestal with two box drawers and one file drawer. Please note that tasklights will not fit under 24" wide shelf units.

Large Workstation

Large Workstation with ten (10) member team and Supervisor. All as specified above with Supervisor having two overhead flipper door units in lieu of open shelves; and four half-glass panels as indicated on drawing.

Using Artopex "Lam" systems furniture in the above finishes, we are proposing to add three workstations adjacent to new restrooms and off four person pod. (See attached drawing). All workstations will have mobile pedestal, tasklight (where possible) and overhead open shelving. Two 48" x 24" worksurfaces are adjacent to the three person work area to accommodate fax, photocopy machine, etc. Panels at this area are 41" high with counter cap.

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

SCHEDULE
EQUIPMENT

AGREEMENT NO. _____

BOOK 581 PAGE 74

This Schedule is attached to and made a part of the above referenced AGREEMENT.

QUANTITY DESCRIPTION

35 | Artopex LO-AEG Multi adjustable ergonomic arm
| chairs. Black frame, upholstered in Staccato
| 8T-53 Dark Teal.

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

LESSEE (OR Lessor)



3 - 4 Person Workstations

SQ# 861

Qty. Model Number

23	AI-PS6636-G-8406	} PANELS	
8	AI-PS6630-G-8406		
12	AI-PS6624-G-8406		
8	AI-PS6424-G-8406		
20	AC-PSC-2	} CONNECTING HARDWARE	
4	AC-PSC90		
4	AC-PSC180		
26	AC-PSC-2		
4	AC-PSC90		
4	AC-PSC180		
4	AI-PEC90		
8	AI-PEC180		
8	AI-PMT66		
210	AC-PC24-G		} ELECTRICAL
8	AI-PMT64-G		
1	ECF/L		
23	E2-EH36		
8	E2-EH30		
12	E2-ER4		
12	E2-ER1		
12	E2-ER2		
3	E2-ER3		
4	E2-EJ18		
22	E2-EJ16		
6	E2-EJ824		
12	LM-WC3624-G	} WORKSURFACES & SUPPORTS	
30	LM-WN9-G		
3	LM-WT3624-G		
12	LM-WT3024-G		
30	LM-WS-G		
12	LM-WT2424-G		
3	LM-WFR924-G		
3	LM-WFL924-G		
12	LM-WP-G		
12	LM-SO1630-G		} OVERHEAD SHELVES TASKLIGHTS MOBILE PEDESTALS
12	LM-SO1624-G		
15	AC-LF24-N		
3	LM-SO1636-G		
12	AS-MP22B1-G	3063	

bfd

Business Furniture & Design • 16004 Industrial Drive • Gaithersburg, MD 20877

(301) 258-7340
FAX: (301) 948-2193

INITIAL
HERE
[Signature]

Large Workstation - 10 PEOPLE/ONE SUPERVISOR

SQ# 861

Qty. Model Number

GREY #3063

- 18 AI-PS6636-G-8405
- 10 AI-PS6624-G-8406
- 7 AI-PS6630-G-8406
- 2 AI-PS6648-G-8406
- 1 AI-PS6620-G-8406
- 4 AI-PW6636-G-8408
- 4 AI-PWF236-G-FILLERS
- 6 AI-PS5424-G-8406

PANELS

- ~~18 AS-PSC-2~~
- ~~4 AS-PSC180~~
- 19 AS-PSC-2
- 1 AS-PSC180
- 9 AS-PEC90-G
- 8 AS-PEC180-G
- 222 PC-24-G
- 6 AI-PMT56-G
- 6 AI-PMT54-G

CONNECTING
HARDWARE

- 1 E2-ECFR
- 4 E2-EH24
- 4 E2-EH30
- 15 E2-EH36
- 2 E2-EH48
- 14 E2-EJ16
- 4 E2-EJ18
- 3 E2-EJS24
- 3 E2-EJS30
- 1 E2-EJS36
- 11 E2-ER4
- 11 E2-ER1
- 3 E2-ER2

ELECTRICAL

- 11 LM-WC3624-G
- 7 LM-WT2424-G
- 8 LM-WT3024-G
- 1 LM-WT3624-G
- 2 LM-WT4824-G
- 17 LM-W8-G
- 15 LM-WP-G
- 4 LM-WFL924-G
- 4 LM-WFR924-G
- 18 LM-WN9-G
- 8 LM-SO1630-G
- 7 LM-SO1624-G
- 2 LM-SF1648-G
- 11 AS-MP22B1-G
- 10 AC-LF24-N

WORKSURFACES &
SUPPORTS

OVERHEAD SHELVES
TASKLIGHTS
MOBILE PEDESTALS

INITIAL
HERE
KAG

bfd

(301) 258-7340
FAX: (301) 948-2193

Business Furniture & Design • 16004 Industrial Drive • Gaithersburg, MD 20877

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME REGIONAL AIRCRAFT PARTS SUPPORT COMPANY, INC.		FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 2941 Broad Court		1D. CITY, STATE Annapolis, MD		1E. ZIP CODE 21401	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME CANDLER		FIRST NAME DAVID	M.I. E.		
3A. MAILING ADDRESS 45 N. E. Loop 410, Suite 740		3B. CITY, STATE San Antonio, TX		3C. ZIP CODE 78216	
4. ASSIGNEE OF SECURED PARTY (IF ANY)					
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE	

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)

All assets of Debtor, including, but not limited to, all aircraft and aircraft parts and avionics owned by Debtor, inventory, equipment, accounts, intangibles, contract rights, fixtures and the following described aircraft:

One (1) Fairchild Metro III SA227-AC aircraft, FAA Registration Number 3482AC, Serial Number AC-613, two (2) Garrett TPE-331-11U engines, Serial Numbers P44144 and P44359 and two (2) Dowty Roto1 R321/4-82-F/8 propellers, Serial Numbers 2328/81 and 4582/85, together with all avionics, appliances, parts, furnishings, instruments, accessories and other equipment installed thereon and used in connection therewith, and the flight engineering and maintenance manuals, drawings, documents and other data and the operational and maintenance records required by the FAA pertaining to the aircraft.

RECORD FEE 11.00

SALES TAX .50

PROPERTY TAX RO1 114:41

05/29/92

MARY H. ROSE

CLERK OF DISTRICT COURT

The rights of the parties shall be governed by the terms of that certain Security Agreement dated May 12, 1992, by and among David E. Candler and Robert D. Lovering, as Secured Parties, and Regional Aircraft Parts Support Company, Inc., as Debtor.

6. CHECK ONLY IF APPLICABLE	6A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	6B. <input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED _____
7. CHECK APPROPRIATE BOX	7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM:		<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
8. SIGNATURE(S) OF DEBTOR(S)	REGIONAL AIRCRAFT PARTS SUPPORT COMPANY, INC. By: <i>Robert D. Lovering</i> Name: <u>ROBERT D. LOVERING</u> Title: <u>PRESIDENT</u>		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES)	<i>David E. Candler</i> DAVID E. CANDLER		
9. Return copy to:			
NAME	Daniel M. Elder, Esq.		
ADDRESS	Matthews & Branscomb		
CITY	106 S. St. Mary's Street, Suite 800		
STATE	San Antonio, TX 78205		
ZIP			

286475

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME REGIONAL AIRCRAFT PARTS SUPPORT COMPANY, INC.		FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 2941 Broad Court		1D. CITY, STATE Annapolis, MD		1E. ZIP CODE 21401	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME LOVERING		FIRST NAME ROBERT	M.I. D.		
3A. MAILING ADDRESS 2941 Broad Court		3B. CITY, STATE Annapolis, MD		3C. ZIP CODE 21401	
4. ASSIGNEE OF SECURED PARTY (IF ANY)				RECORD FEE	11.00
4A. MAILING ADDRESS		4B. CITY, STATE		POSTAGE	ZIP CODE .50

DJ

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)
 All assets of Debtor, including, but not limited to, all aircraft and aircraft parts and avionics owned by Debtor, inventory, equipment, accounts, intangibles, contract rights, fixtures and the following described aircraft:
 MARY M. ROSE
 AA CO. CIRCUIT COURT

One (1) Fairchild Metro III SA227-AC aircraft, FAA Registration Number 348AE, Serial Number AC-613, two (2) Garrett TPE-331-11U engines, Serial Numbers P44144 and P44359, and two (2) Dowty Roto1 R321/4-82-F/8 propellers, Serial Numbers 2328/81 and 4582/85, together with all avionics, appliances, parts, furnishings, instruments, accessories and other equipment installed thereon and used in connection therewith, and the flight, engineering and maintenance manuals, drawings, documents and other data and the operational and maintenance records required by the FAA pertaining to the aircraft.

The rights of the parties shall be governed by the terms of that certain Security Agreement dated May 12, 1992, by and among David E. Candler and Robert D. Lovering, as Secured Parties, and Regional Aircraft Parts Support Company, Inc., as Debtor.

6. CHECK ONLY IF APPLICABLE	6A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	6B. <input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED
7. CHECK APPROPRIATE BOX	7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM:		<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
8. SIGNATURE(S) OF DEBTOR(S)	REGIONAL AIRCRAFT PARTS SUPPORT COMPANY, INC. By: <i>Robert D. Lovering</i> Name: ROBERT D. LOVERING Title: PRESIDENT		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES)	<i>Robert D. Lovering</i> ROBERT D. LOVERING		

9. Return copy to:

NAME Daniel M. Elder, Esq.
 ADDRESS Matthews & Branscomb
 CITY 106 S. St. Mary's Street, Suite 800
 STATE San Antonio, TX 78205
 ZIP

7/1/92

FINANCING STATEMENT FORM UCC-1

Identifying File # 886476

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated 5/19/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William L. Griffith, Sr.
Address 8390 Woodland Rd. Millersville Maryland 21108

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd. Baltimore, MD 21227

3. Assignee of Secured Party Ford New Holland Credit Co.
Address P.O. Box 36387

Richmond, VA 23235
Person And Address To Whom Statement Is To Be Returned If Different From Above:

RECORD FEE 11.00

POSTAGE .50

#399390 C263 R01 T1448

4. Maturity date of obligation (if any) _____

05/29/92

5. This financing statement covers the following types (or items) of property: (list)

MARY M. ROSE
AA CO. CIRCUIT COURT

1 New Ford YT-16 Y420 TRACTOR SN LCH2074
w/ 42" Mower Deck SN LOP2738

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax. (Proceeds of collateral are also covered).

(Products of collateral are also covered)

William L. Griffith, Sr.
(Signature of Debtor)

William L. Griffith, Sr.
Type or print above signature on above line

(Signature of Debtor)

Thomas J. Drescher
(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President

FINANCING STATEMENT FORM UCC-1

286477

Filing File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harbin's Inc dba Duffy's III 70249
Address 1371 Marlboro Rd Lothian MD 20711

2. SECURED PARTY

Name ADVANTA Leasing Corp.
Address Two Echelon Plaza, Suite 300 Voorhees, NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

security system as per attached equipment lease

Equipment lease does not create a security interest

RECORD FEE 12.00
Name and address of POSTAGE .50
#399640 0263 R01 T15:06
05/29/92

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Harbin's Inc dba Duffy's III
Lizabeth leinmiller attorney in fact
(Signature of Debtor)

ADVANTA Leasing Corp/Liz Leinmiller, Clerk

Type or Print Above Name on Above Line
(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

12
50

ADVANTA
Leasing Corp.

Two Echelon Plaza
P.O. Box 1228
Voorhees, New Jersey 08043-1228

BOOK 581 PAGE 81
Equipment Lease Agreement

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT
CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

TOLL FREE (800) 255-0022
FAX (609) 770-1414

DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)

1- JVC TKS200V CAMERA, 3- PANASONIC WV1414 CAMERAS, 2- SONY SSM121 12" B/W
VIDEO MONITORS, 1- LOUROE ASK-4 AUDIO SYSTEM, 1- ROBOT MV45 QUAD SWITCHER,
1-CRAIG PV7260 8 HOUR VHS RECORDER, 1- AMERICAN DYNAMICS TDCT

VENDOR'S NAME
LOSS PREVENTION SYSTEMS

SCHEDULE OF RENTAL PAYMENTS

TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
36	36	\$ 219.00 (Plus Applicable Taxes)	\$ 488.00
PAYMENT FREQ. <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		*Make check payable to ADVANTA Leasing Corp.	

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)

Company Name: HARBIN'S INC. DBA DUFFY'S III
Billing Address: 1371 MARLBORO RD.
LOTHIAN, MD. 20711
County: ANNE ARUNDEL
Equipment Location (if other than Billing Address):
County:

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature: *[Signature]* Date: 5-11-92 Telephone No. (Area Code): (301) 627-1300

Print Name & Title: RICHARD CUMBOW PRESIDENT

Witness: *[Signature]* Date: 5-11-92

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES) Date: 5-11-92 SIGNATURE (INDIVIDUALLY; NO TITLES) Date: 5/11/92

GUARANTOR #1 Name and Home Address (Please Print): RICHARD CUMBOW
6140 FISHERS STATION RD.
LOTHIAN, MD. 20711
WITNESS: *[Signature]*
GUARANTOR #2 Name and Home Address (Please Print): L. CUMBOW
6140 FISHERS STATION RD.
LOTHIAN, MD. 20711
WITNESS: *[Signature]*

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature: *[Signature]* Date: 5-11-92

Name and Title (please Print): RICHARD CUMBOW PRESIDENT

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

Title: By: *[Signature]* Date: 5/14/92 Lease #:

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 17, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Superior Refuse Removal, Inc.
 Address 520 Delmar Avenue, SE, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie
 Address 101 Crain Highway, S.E.
Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Hiel Packer #FP7284

RECORD FEE 11.00

POSTAGE .50

#399680 0263 R01 T15:08

05/29/92

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)
- SUPERIOR REFUSE REMOVAL, INC.**

10

John C. Poe
 (Signature of Debtor)
John C. Poe, President
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE
Stephen G. Boyd
 (Signature of Secured Party)
Stephen G. Boyd, Senior Vice President
 Type or Print Above Signature on Above Line



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 581 PAGE 83

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

286479

This financing statement Dated July 12, 1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name County Wide Trash, Inc.

Address P. O. Box 55, Pasadena, MD 21122

2. SECURED PARTY

Name The Bank of Glen Burnie

Address 101 Crain Highway, SE, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Hiel Packer #13HE612-1979-25

RECORD FEE 11.00

POSTAGE .50

H099690 0263 R01 T15:08

05/29/92

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

County Wide Trash, Inc.

(Signature of Debtor)

John Bennett Poe
Type or Print Above Name on Above Line

(Signature of Debtor)

Sharon Ann Poe
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

Stephen G. Boyd, Senior VP
Type or Print Above Signature on Above Line

41161 (Walther)

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
~~INDEX~~ RECORDS
CHATTEL (A.A.Co.)

For Filing Officer Use
File No.
Date &
Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing December 29, 1989 Record Reference
Maturity date (if any) None Liber 550 at folio 49

Date of Filing: December 27, 1991 Record Reference
Maturity Date (if any) None Liber 575 at folio 468

Date of Filing: December 27, 1991 Record Reference
Maturity Date (if any) None Liber 575 at folio 478

Return to:
WHEELER & KORPECK
8801 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
STANLEY HALL COMMUNITIES, INC.	9500	Annapolis Road, A-5,	Lanham, Md.	20706

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/MARYLAND	6610	Rockledge Drive,	Bethesda, Maryland	20817

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Lot numbered One Hundred Seventy-two (172) as shown on Plat entitled "PLAT 2, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 41, Plat No. 6065.

NATIONSBANK, formerly Sovran Bank/Maryland

Debtor(s) or assignor(s)

(Type or print name under signature)

By: _____ (Seal)

(Corporate, Trade or Firm Name)

Alice G. Stutz

Signature of Secured Party or Assignee

Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in Ink)

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
~~LIBRARY~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
(Last Name First)				
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.				
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706				

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#119070 0191 003 114:55
05/29/92
MARY M. ROSE
SA CO. CIRCUIT COURT

Unit 207, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
(Corporate, Trade or Firm Name)

By: _____
Signature of Secured Party or Assignee
Martin J. Miller, Jr., Senior Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1550

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 207, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093

Maturity date (if any) None Liber 552 at folio 260

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
<small>(Last Name First)</small>				

SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Unit 107, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

RECORD FEE 10.00
POSTAGE .50
#189100 C191 R03 TX 4457
05/28/90
M. ROSE
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

SECOND NATIONAL FEDERAL SAVINGS BANK
(Seal)
(Corporate, Trade or Firm Name)

By: _____
Signature of Secured Party or Assignee

Martin J. Miller, Jr., Senior Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

1080

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 107, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

41214 (Blecker)

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC. c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706				

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

DJ
RECORD FEE 10.00
50
MAY 13 01 1991
05/28/92
MARY H. ROSE

Unit 308, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" more particularly described on Schedule "A" attached hereto and made a part hereof.

Debtor(s) or assignor(s)

_____	SECOND NATIONAL FEDERAL SAVINGS BANK (Seal) (Corporate, Trade or Firm Name)
_____	By: <i>[Signature]</i> Signature of Secured Party or Assignee
_____	Martin J. Miller, Jr., Senior Vice President (Owner, Partner or Officer and Title) (Signatures must be in ink)

(Type or print name under signature)

104

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 308 , Phase 2 , in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~Public~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
(Last Name First)				
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.				
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706				

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
MAY 29 1990
MARY H. ROSE
AA CO. CIRCUIT COURT

Unit 307, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

_____	SECOND NATIONAL FEDERAL SAVINGS BANK (Seal) (Corporate, Trade or Firm Name)
_____	By: <i>Martin J. Miller, Jr.</i> Signature of Secured Party or Assignee
_____	Martin J. Miller, Jr., Senior Vice President
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

154

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 307, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference 1D# 280093
 Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
<small>(Last Name First)</small>				
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.				
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706				

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

RETURN TO:

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
 POSTAGE .50
 #189190 0191 803 715100

Unit 301, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

MARY H. ROSE

AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

_____ SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
 _____ (Corporate, Trade or Firm Name)

By: *Martin J. Miller, Jr.*

 Signature of Secured Party or Assignee

Martin J. Miller, Jr., Senior Vice

President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1050

Return to:
 WHEELER & KORPECK
 8601 Georgia Avenue
 Suite 700
 Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 301, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
 Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
(Last Name First)				
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.				
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706				

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

RETURN TO:

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

DJ
 RECORD FEE 10.00
 05/29/90
 MARY H. ROSE
 1A CO. CIRCUIT COURT

Unit 304, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

_____	SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
_____	(Corporate, Trade or Firm Name)
_____	By: <i>[Signature]</i>
_____	Signature of Secured Party or Assignee
_____	Martin J. Miller, Jr. Senior Vice President
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

1050

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 304, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATE OF MARYLAND

Anne Arundel County, CHATTEL

BOOK 581 PAGE 97

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 252444

RECORDED IN LIBER 474 FOLIO 269 ON July 3, 1984 (DATE)

1. DEBTOR

Name Annapolis Science Center Limited Partnership
Address 1151 Seven Locks Road, Potomac, MD 20854

2. SECURED PARTY

Name RTC, As receiver for Perpetual Savings Bank, F.S.B. successor to
Address Perpetual American Bank, F.S.B., 1749 Old Meadow Road
McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Chemical Bank 55 Water Street New York, NY 10041 Attn: Ms. Carol Tom Tax ID 134994650 Loan # 1188917</p>	

RECORD FEE 10.00
POSTAGE .50
#460710 CARR RD2 TL1:21
05/30/84
MARY N. ROSE
AS CO. CIRCUIT COURT

Resolution Trust Corporation As Receiver
for Perpetual Savings Bank, F.S.B.
C. Malcolm West, Attorney-in-Fact

C. Malcolm West
(Signature of Secured Party)

Dated _____

Type or Print Above Name on Above Line

1000

STATE OF MARYLAND

Anne Arundel County, CHATTEL

BOOK 581 PAGE 98

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 233077

RECORDED IN LIBER XXXXX 426 FOLIO 345 ON June 20, 1980 (DATE)
Film

1. DEBTOR

Name Annapolis Science Center Limited Partnership
Address 1151 Seven Locks Road, Rockville, MD 20854

2. SECURED PARTY

Provident National Bank, assigned to First National Bank of Maryland, assigned to Perpetual American Bank, F.S.B., predecessor to RTC, as receiver for Perpetual Savings Bank, F.S.B. successor to Perpetual American Bank, F.S.B.
Address 2034 Eisenhower Ave, Alexandria, VA 22314

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Chemical Bank 55 Water Street New York, NY 10041 Attn: Ms. Carol Tom Tax ID 134994650</p> <p>Loan # 1188917</p>		<p>RECORD FEE 10.00 POSTAGE .50 #140720 0489 R02 T11422 05/30/92 MARY H. ROSE AN CO. CIRCUIT COURT</p>

Resolution Trust Corporation As Receiver for Perpetual Savings Bank, F.S.B. C. Malcolm West, Attorney-in-Fact

Dated _____

C. Malcolm West
(Signature of Secured Party)

Type or Print Above Name on Above Line

1000

To Be Recorded in The Land Records
 And In the Financing Statement
 Records of the Circuit Court of
 Anne Arundel City/County and
 Among the Financing Statement
 Records of the State Department
 of Assessments and Taxation

Subject to Recordation Tax of 00.00
 On Principal Amount of _____
 Which was Paid to the Clerk of the
 Circuit Court of _____
 Upon the filing of a Deed of Trust (Indemnity)
 in the Land Records of Anne Arundel
 City/County, Maryland

RECORD FEE 17.00
 POSTAGE .50
 #441450 CABR REC T12:02
 05/30/92
 MARY H. ROSE
 AA CO. CIRCUIT COURT

FINANCING STATEMENT
 (Maryland U.C.C.-1)

1. DEBTOR:

Wolfgang T. Guckenburg
1113 Dorsey Road
Glen Burnie, Maryland 21061

2. SECURED PARTY:

First National Bank of Maryland
 18 West Street
 Annapolis, Maryland 21401
 Attention: Stephen W. Feron

3. This Financing Statement covers and Debtor grants and conveys to Secured Party a security interest in and to the following:

a. All plant apparatus, equipment, machinery, fittings, appliances, furniture furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at 1113 Dorsey Road, Glen Burnie, Maryland
Anne arundel County and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems, and equipment, dynamos, transformers, motors tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

1700



- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits accruing to or generated by the Real Property including, but not limited to, deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
- i. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by Secured Party to Debtor in any capacity, including but not limited to, any balance or share belonging to debtor of any deposit or other account with Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in an Indemnity Deed of Trust dated May 12, 1992 and recorded among the Land Records of the Circuit Court for Anne Arundel County, Maryland from Debtor to Trustees named therein for the benefit of Secured Party. Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of 1 pages.
5. The proceeds and products of the above described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above described collateral.

WITNESS:

Stephen W. Fezon
STEPHEN W. FEZON
(Print Name)

Wolfgang T. Guckenburg
Wolfgang T. Guckenburg
(Print Name)

(Print Name)

TO FILING OFFICER: After this Statement has been recorded, please return to:
FIRST NATIONAL BANK OF MARYLAND, 18 West Street, Annapolis, Maryland 21401



EXHIBIT A

BOOK 581 PAGE 102

BEGINNING FOR THE SAME on the South side of Dorsey Road at the division line between Lots Nos. 10 and 11, as shown on the Plat of Glenbrook, which Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 11 page 16, and running thence Southerly and binding on the division line between said Lots Nos. 10 and 11, 253.45 feet; and running thence Easterly across said Lot 11 a distance of 100 feet to the division line between Lots Nos. 11 and 12, as shown on said Plat, and running thence Northerly and binding on said division line between Lots Nos. 11 and 12, 253.45 feet to the South side of Dorsey Road, as shown on said Plat, and running thence Westerly and binding on the Northmost outline of said Lot No. 11 and on the South side of said Dorsey Road 100 feet to the place of beginning. Being and intending to convey the Northmost one-half of Lot No. 11 as shown on the aforesaid Plat of Glenbrook. The improvements thereon being known as No. 1113 Dorsey Road.

286481

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State

(Last Name First)

Estimation, Inc., 805-L Barkwood Ct., Linthicum Heights, MD 21204
ELM Group, Inc., 805-L Barkwood Ct., Linthicum Heights, MD 21204

Name of Secured Party or assignee No. Street City State
Lion International Co., 13 Firstfield Rd., Gaithersburg, MD 20878

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All computer software source code of Estimation, Inc. as of May 22, 1992, wherever located.

POSTAGE .50
#J99020 C263 R01 T14413
05/29/92

MARY M. ROSE
AA CO. CIRCUIT COURT

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on:
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to:
4. Proceeds of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING

Debtor(s) or assignor(s)

George M. Llewellyn, President, Estimation, Inc. and ELM Group, Inc.

(Type or print name under signature)

(Corporate, Trade or Firm Name) (Seal)

Signature of Secured Party or Assignee

Bernard J. Van Zutphen, President (Seal)

(Owner, Partner or Officer and Title) (Signatures must be in ink)

Lion International Company

SECURITY AGREEMENT, made and entered into this 22nd day of May, 1992, by and between Estimation, Inc., a Maryland corporation ("Estimation"); ELM Group, Inc., a Maryland Corporation ("ELM"); and Lion International Company, a general partnership of Maryland Corporations d/b/a/ Orange Systems ("Orange Systems").

WITNESSETH:

WHEREAS, Estimation, ELM and Orange Systems have entered into a Stock Purchase Agreement dated April 25, 1992; and

WHEREAS, the Stock Purchase Agreement provides, as a condition thereof, that Estimation and ELM, in order to secure their obligations to pay Orange Systems One Hundred Thirty Eight Thousand, One Hundred and Twenty Six Dollars (\$138,126.00) plus interest at 9% per annum and not later than May 1, 1993, shall grant to Orange Systems a security interest in all intellectual property of Estimation; and

NOW THEREFORE, in consideration of said premises and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used herein, the following terms shall have the meanings indicated unless the context otherwise requires:

"Estimation's Liabilities" shall mean all liabilities and indebtedness arising, due or payable from Estimation or ELM to Orange Systems under the Stock Purchase Agreement.

"Event of Default" shall mean any event of default of Estimation's liabilities, which default is not cured within Thirty (30) days after written notice from Orange Systems specifying the default.

"Escrow Agent" shall mean West & Galebach, Suite 220, 18310 Montgomery Village Ave., Gaithersburg, MD 20879.

"Escrow Agreement" shall mean the Escrow Agreement executed by the parties hereto contemporaneous with this Security Agreement.

"Proceeds" shall mean whatever is received when any of the Collateral (as hereinafter defined) is sold, exchanged, leased, collected, or otherwise disposed of, including cash, insurance proceeds, negotiable instruments and other

instruments for the payment of money, chattel paper, security agreements, other documents, and other noncash proceeds.

1.2 Other Terms. All of the other terms in this agreement shall have meanings provided by the Maryland Uniform Commercial Code to the extent the same are used or defined therein.

SECTION 2. SECURITY INTERESTS AND ASSIGNMENT

2.1 Grant of Security Interest and Assignment of Accounts. To secure the payment to Orange Systems of Estimation's Liabilities, Estimation hereby grants to Orange Systems a security interest in all of Estimation's presently owned computer software source code and all Proceeds of the same (collectively, the "Collateral"), and Estimation hereby assigns, transfers and sets over to Orange Systems, to be held in trust by the Escrow Agent, a copy of all its presently owned software source code, including all relevant commentary, explanations, and other documentation of the Source Code (collectively, "The Source Code"). Estimation agrees that the aforesaid grant of security interests is intended as a contemporaneous exchange for value given to Estimation and ELM.

2.2 Perfection of Security Interest. Estimation shall execute and deliver to the Escrow Agent concurrently with the execution of this agreement, and at any time or times hereafter at the request of Escrow Agent, all computer software source codes and commentary presently owned by Estimation and that Escrow Agent may reasonably request, pursuant to Section 5.2, in form satisfactory to Orange Systems, and shall take any and all other steps reasonably requested by Orange Systems, in order to perfect and maintain the security interest and liens granted herein by Estimation to Orange Systems and in order to fully consummate all of the transactions contemplated herein.

2.3 Proceeds. Notwithstanding the security interest granted to Orange Systems as to the Proceeds, neither Orange Systems nor the Escrow Agent shall take possession of or attempt to take possession of or otherwise interfere or in any way become involved in the creation, ownership or collection of the Proceeds prior to an Event of Default, which is not cured by Estimation or ELM within the stated cure period.

SECTION 3. PRIORITY OF SECURITY INTERESTS.

3.1 Liens. Estimation warrants and represents that the security interests granted to Orange Systems hereunder, when properly perfected by filing, shall constitute at all times valid and perfected security interests vested in Orange Systems in and upon all of the Collateral and that the said security interests

in the Collateral shall not become subordinate or junior to the security interests, liens, encumbrances or claims of any other person, firm, or corporation, including the United States or any department, agency or instrumentality thereof, or any state, country or local governmental agency.

SECTION 4. LOCATION OF COLLATERAL.

4.1 Location of Collateral. Estimation represents and warrants that the Collateral (with the except of the Proceeds) shall be kept at the offices of the Escrow Agent, West & Galebach, Suite 220, 18310 Montgomery Village Avenue, Gaithersburg, Maryland; such Collateral to be kept in appropriate containers in safe places.

4.2 Delivery of Collateral. Estimation warrants and represents that, contemporaneous with signing this Agreement, it shall deliver to Escrow Agent copies of all computer software source codes and commentary that it presently owns.

4.3 Confidentiality. Orange Systems and Escrow Agent both understand that the Collateral (including the commentaries) constitutes confidential information and trade secrets of Estimation, the continued confidential nature of which is essential to the business operation of Estimation. Accordingly, Orange Systems and Escrow Agent agree that the copies provided to Escrow Agent pursuant to this Agreement shall, at all times, be maintained in safe containers, free from access from everyone other than essential personnel of Escrow Agent. No other person or entity (including Orange Systems prior to an Event of Default hereunder which is not cured by Estimation or ELM within the stated cure period) shall, at any time, be granted access to the Collateral. By its acceptance of the Collateral, Escrow Agent shall be deemed to have agreed to the confidentiality obligations set forth in this Agreement.

SECTION 5. COLLATERAL.

5.1 Representations. Estimation represents and warrants that it is now, and at all times hereafter shall be, the sole owner, free and clear of all liens, encumbrances and security interests, of indefeasible title to the Collateral.

5.2 Maintenance of Collateral. Estimation represents and warrants that it will make all efforts to maintain the integrity of the Collateral kept by the Escrow Agent throughout the period of the Note and replace same if the Collateral shall be spoiled, damaged, lost, stolen, or otherwise be in an unusable condition, at the sole discretion of the Escrow Agent.

SECTION 6. TAXES AND INSURANCE.

6.1 Payment of Taxes. Estimation shall pay promptly, when due, all sales, use, excise, personal property, income, withholding, corporate franchise and all other taxes, assessments and governmental charges upon and in relation to its ownership or use of any of the Collateral, except to the extent any such liabilities are being contested in good faith and with due diligence by the Estimation and the amount of said liabilities, or the contest thereof, does not, in Orange Systems' sole discretion, have a materially adverse effect on the financial condition of Estimation, its ability to pay Estimation's Liabilities, the ability to protect the security interests of Orange Systems upon the Collateral or to maintain the priority of such security interests.

6.2 Discharge of Tax Liens. Estimation shall not permit, or suffer to remain, and will promptly discharge, any lien arising from any unpaid tax, assessment, levy or governmental charge unless Estimation contests such lien or liens in good faith, provides Orange Systems with all facts concerning the lien and provides adequate reserves on the books of Estimation to protect against such loss.

6.3 Authority to Pay Taxes. In the event Estimation shall fail to pay any such tax, assessment, levy or governmental charge or to discharge any such lien or contest the same in good faith and comply with subsection 6.2 hereof, Orange Systems, without waiving or releasing any obligation or default of Estimation hereunder, may at any time or times thereafter, but shall be under no obligation to do so, make such payment, settlement, compromise or release or cause to be released any such lien, and take any other action with respect thereto which Orange Systems deem advisable. All sums paid by Orange Systems in satisfaction of, or on account of any tax, levy or assessment or governmental charge, or to discharge or release any lien, and any expenses, including reasonable attorneys' fees, court costs and other charges relating thereto, shall become a part of Estimation's liabilities secured by the Collateral, payable on demand.

SECTION 7. REMEDIES.

7.1 Remedies. Upon the occurrence of an Event of Default, Orange Systems shall have, in addition to any other rights and remedies contained in the Security Agreement or the Escrow Agreement, all the rights and remedies of a secured party under the Maryland Uniform Commercial Code, all of which shall be cumulative to the extent permitted by law. In addition to all such rights and remedies, Orange Systems may sell the Collateral, or any part thereof, at public or private sale, for cash, credit or any combination thereof. Orange Systems shall have the right

to bid cash, credit or any combination thereof. Orange Systems shall have the right to bid and purchase at such sale or sales. The proceeds of any sale or other disposition of all or any part of the Collateral upon which Orange Systems has a security interest, after payment of all costs and expenses of sale, including retaking, holding, preparing for sale, selling and the like and also including reasonable attorneys' fees and legal expenses incurred by Orange Systems, shall be applied by Orange Systems to the then outstanding balance of any of Estimation's Liabilities and any surplus shall be paid by Orange Systems to Estimation. Estimation shall be liable to Orange Systems for any deficiency.

7.2 Legal Costs. If at any time or times hereafter Orange Systems employs counsel or to protect, take possession of, or liquidate any Collateral, or to attempt to enforce any security interest or lien in any Collateral, or to enforce any rights of Orange Systems by virtue of this agreement, then in any such event but only after an Event of Default hereunder, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, shall become a part of Estimation's Liabilities secured by the Collateral, payable on demand.

7.3 Notice. Any notice required to be given by Orange Systems of a sale, lease or other disposition of or other intended action by Orange Systems with respect to any Collateral shall be deposited in the United States mails (certified or registered mail, return receipt requested, deliver to addressee only), postage prepaid and duly addressed to Estimation at such address as Estimation may from time to time designate in writing to Orange Systems, at least ten calendar days prior to such proposed action. Such notification shall constitute fair and reasonable notice to Estimation of such action. In no event shall such notice, however, affect the notice and cure period applicable to any Event of Default.

7.4 No Waiver. Orange Systems's failure at any time hereafter to require strict performance by Estimation of any of the provisions, warranties, terms and conditions contained in this agreement shall not waive, affect or diminish any right of Orange Systems at any time hereafter to demand strict performance therewith and with respect to any other provisions, warranties, terms and conditions contained in this agreement and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or different type. None of the warranties, conditions, provisions and terms contained in this agreement shall be deemed to have been waived by any act or knowledge of Orange Systems except by an instrument in writing signed by Orange Systems and directed to Estimation specifying such waiver.

SECTION 8. MISCELLANEOUS

8.1 Legal Effect. This agreement shall be binding upon and inure to the benefit of the personal representatives, heirs, successors and assigns of the parties hereto.

8.2 Construction. The laws of Maryland shall govern and control the construction, enforceability, validity and interpretation of this agreement.

8.3 Waiver. Estimation waives demand, protest, notice of protest, notice of default, release, compromise, settlement, extension or renewal of all commercial paper, accounts, contract rights, instruments, guarantees, and otherwise, at any time held by Orange Systems on which Estimation may in any way be liable and notice of any action taken by Orange Systems unless expressly required by this agreement.

8.4 Representations. All representations and warranties of Estimation and all terms, provisions, conditions and agreements to be performed by Estimation contained in this agreement shall be true and satisfied at the time of the execution of this agreement, and shall survive the execution and delivery of this agreement.

8.5 Choice of Remedies. To the extent that any of Estimation Liabilities are now or hereafter secured by property other than the Collateral, or by a guaranty, endorsement or property of any other person, then Orange Systems shall have the right to proceed against such other property, guaranty or endorsement upon Estimation's default in the payment of any of Estimation's Liabilities or in any of the terms, covenants or conditions contained in this agreement, and Orange Systems shall have the right, in Orange Systems' sole discretion, to determine which rights, security, liens, security interests or remedies Orange Systems shall at any time pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of them or any of Orange Systems' rights or Estimation's Liabilities under this agreement.

8.7 Severability. Any provisions of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8 Termination. Upon performance in full of Estimation's Liabilities, this Agreement and the security interest granted in the Collateral shall immediately terminate and the Collateral shall be immediately returned to Estimation without

any copies thereof being retained by Orange Systems or Escrow Agent.

IN WITNESS WHEREOF, this Security Agreement has been duly executed on the day and year first above written.

WITNESS:

J. H. Jubb

ESTIMATION, INC.

By George W. Lavelly
President

J. H. Jubb

ELM GROUP, INC.

By George W. Lavelly
President

LION INTERNATIONAL COMPANY d/b/a
ORANGE SYSTEMS

By: W. Van Zandt
President



ANNE ARUNDEL COUNTY, ~~CHATEL~~ CHATTEL

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 531 FOLIO 518 ON September, 6 1988 (DATE)

1. DEBTOR

Name TKB Partnership c/o Fawcett Boat Supplies, Inc.

Address 110 Compromise Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name RTC As Receiver for Perpetual Savings Bank, F.S.B.

Address 1951 Kidwell Drive, #400, Vienna, VA 22180-3930

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
--	---

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

CHEMICAL BANK
55 WATER STREET
NEW YORK, NY 10041
ATTN: ms CAROL TOM
TAX I.D.#: 134994650

RECORD FEE 10.00
POSTAGE .50
#440700 (489 102 111:20
05/30/82
MARY H. ROSE
AA CO. CIRCUIT COURT

Loan#: 142001-1

Dated _____

Resolution Trust Corporation, As Receiver
for Perpetual Savings Bank, FSB

C. Malcolm West, Attorney In Fact
(Signature of Secured Party)

Type or Print Above Name on Above Line

1000



RECEIVED AA Court
MAY 21 1992
GORMAN CONSTRUCTION, INC.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 2814108

RECORDED IN LIBER 558 FOLIO 088 ON 07-09-90 (DATE)

1. DEBTOR

Name Corman Construction, Inc.

Address 12001 Guilford Road Anne Arundel Annapolis Junction, MD 20701

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.

Address PO Box 37

Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00

POSTAGE .50

110 11607 R04 T09225

3. Maturity date of obligation (if any) _____

06/01/92

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>1 New John Deere 710C Wheel Loader Backhoe, S/N 756453</p>	

(TW)

Dated 5-19-92

Donald William Lee Lee
(Signature of Secured Party)

Type or Print Above Name on Above Line

AA *Corman*

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279004

RECORDED IN LIBER 547 FOLIO 461 ON 10-27-89 (DATE)

RECEIVED
MAY 21 1992

CORMAN CONSTRUCTION, INC.

1. DEBTOR

Name Corman Construction
Address 12001 Guilford Road Annapolis MD 20701

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.
Address PO Box 37
Waldorf, MD 20604-0037

RECORD FEE 10.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

#668130 EA03 R04 T09:27

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

1 New John Deere 450G Crawler Dozer, S/N 759001

(M)

06/01/92

Dated 5-19-92

Donald William Lee Peas
(Signature of Secured Party)

Type or Print Above Name on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Corman Construction, Inc. 8111 Annapolis Junction Road P.O. Box 160 Jessup, MD 20794-0160	2. Secured Party(ies) and address(es) The Riggs National Bank of Washington, D.C. 800 17th Street, N.W. Washington, D.C. 20006	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>260751</u> ^{475/510} Filed with <u>County of Anne Arundel</u> Date Filed <u>March 11,</u> 19 <u>86</u>		RECORD FEE 13.00 POSTAGE .50 #119130 C403 R04 109:26
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10.

That particular financing statement number 260751 filed in the County of Anne Arundel, Maryland, a copy of which is attached, is hereby terminated.

TW

No. of additional Sheets presented:

<u>Corman Construction, Inc.</u>	<u>The Riggs National Bank of Washington, D.C.</u>
By: _____	By: <u>William W. Palmer</u>
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical	William W. Palmer, III, V.P.

STANDARD FORM - FORM UCC-3

BOOK 581 PAGE 115

LILER - 495 PAGE 511

ATTACHMENT A

ATTACHMENT TO SECURITY AGREEMENT BETWEEN THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., CORMAN CONSTRUCTION INC. AND C.G. ENTERPRISES, INC. SIGNED DECEMBER 27, 1984.

1 (one) Liebherr-America Model R 962 S/N 018 along with all attachments and accessories.

1 (one) John Deere Model JD 755A Crawler Loader S/N 374282 with Rev. PAM, POPS, Starting Aid, Rock Guards, Front Pull Hook, Four Counterweights, 2-1/4 cubic yard loader Bucket with Teeth, along with all attachments and accessories.

1 (one) E3377 INC Linkbelt Model HSP-8030 S/N 5843-583

The amount of the term loan is \$1,846,911.60.
(Recordation tax filed with Clerk of the Circuit Court of Montgomery County). The amount of recordation tax paid was \$8,126.68 on 12/27/84.

Mailed to Secured Party

Still open

BOOK 581 PAGE 116

LICER - 495 PAGE 510

THIS FINANCING STATEMENT is presented to the filing officer for filing purposes in the Uniform Commercial Code.

1. Debtor (Last name, first and address): **Corman Construction, Inc.**
8111 Annapolis Junction Road
P.O. Box 160
Jessup, MD 20794-0160

2. Secured Party (Last name and address): **The Riggs National Bank of Washington, DC**
800 17th Street, NW
Washington, DC 20006

3. Maturity Date (if any): **11/0**

4. This financing statement covers the following types for items of property:
SEE ATTACHMENT A

5. Assessor's Office Secured Party File #
113233 0017 001 10039
APR 11 1986

6. This statement is filed to perfect a security interest in collateral. (check if so)
 exceeds but not to a security interest in another jurisdiction where it was brought into this state
 in which a proceeds of the original collateral described above in which a security interest was not created

7. Proceeds of Collateral are also covered. Proceeds of Collateral are also covered. No. of additional sheets presented: _____

8. Filing Officer Copy - Alphabetical

William C. Calk, President

Maureen A. McKeena, Assistant Vice President

STANDARD FORM - FORM UCC 1.

718
11.00
11.00
11.00

STATE OF MARYLAND

BOOK 581 PAGE 117

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266292

RECORDED IN LIBER 508 FOLIO 530 ON 2-20-87 (DATE)

1. DEBTOR

Name Corman Construction
Address PO Box 160 Jessup, MD 20794-0160

2. SECURED PARTY

Name L.B. Smith, Inc.
Address Balt/Wash Expy and Dorsey Road Baltimore, MD 21240

RECORD FEE 10.00

POSTAGE .50

#449100 1603 R04 109125

Person And Address To Whom Statement Is To Be Returned If Different From Above.

06/01/92

MARY H. ROSE

AA CO. DISTRICT COURT

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination
(Indicate whether amendment, termination, etc.)

ML

One Terex 82-50 s/n 64954

Dated 5-15-92

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

AA COUNTY

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264465

RECORDED IN LIBER 504 FOLIO 377 ON 11-3-86 (DATE)

1. DEBTOR

Name Corman Construction Inc.
Address 8111 Annapolis Jct. Road Jessup, MD 20794

2. SECURED PARTY

Name L.B. Smith, Inc.
Address PO Box 8658 Baltimore, MD 21240

RECORD FEE 10.00

POSTAGE .50

#668090 CA03 R04 T09:25
08/01/92

MARY M. ROSE

Person And Address To Whom Statement Is To Be Returned If Different From Above
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Terex TS-14B sn 73008 Terex TS-14B sn 72722 Terex 82-30 sn 63517</p>	
	<p> </p>	

Dated 5-15-92

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 581 PAGE 119

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277572
BOOK PAGE
RECORDED IN ~~BOOK~~ 542 ~~PAGE~~ 153 ON June 08, 1989 (DATE)

1. DEBTOR

Name CORMAN CONSTRUCTION CO.
Address 9111 Annapolis Junction Rd., Jessup, MD 20794

2. SECURED PARTY

Name FURNIVAL EQUIPMENT, DE. SECORP NATIONAL, INC.
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>ONE (1) Dresser Model TD20G SN: 35077 w/ROPS Cab and A/C</p>	

RECORD FEE 10.00
POSTAGE .50
#668080 1503 R06 109:24
06/01/92

Dated March 27, 1992

Ray Neal
(Signature of Secured Party)
Ray Neal
Type or Print Above Name on Above Line

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Corson and Gruman Company 700 T Street, N.E. Washington, D.C. 20018		2. Secured Party(ies) and address(es) The Riggs National Bank of Washington, D.C. 800 17th Street, N.W. Washington, D.C. 20006	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>255045</u> Filed with <u>Howard County Circuit Court</u> Date Filed <u>December 28,</u> 19 <u>84</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		RECORD FEE 17.00	
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		POSTAGE .50	
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.		PROPERTY TAXES 10.00	
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		04/01/92	
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

That particular financing statement number 255045 filed in Howard County, Maryland, a copy of which is attached, is hereby terminated.

Corson and Gruman Company
 By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

The Riggs National Bank of Washington, D.C.
 By: William W. Palmer, III
 Signature(s) of Secured Party(ies)
 William W. Palmer, III, V.P.

No. of additional Sheets presented: 12

STANDARD FORM - FORM UCC-3

File # 255045

12-28-84

BOOK 581 PAGE 121

481/1096

BOOK - 581 PAGE 581 (DISC. RIGGS) File No. 10041-113

To Be Recorded In:

- Financing (Chattel) Records - Howard County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation of Maryland

Not to be recorded in Land Records

Not subject to Recordation Tax Principal amount of debt secured is:

\$2,500,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: CORSON AND GRUMAN COMPANY, a District of Columbia corporation Address: 700 "H" Street, N.E. Washington, D.C. 20018
2. Secured Party: THE RIGGS NATIONAL BANK OF WASHINGTON, D.C. Address: 500 - 17th Street, N.W. Washington, D.C. 20006
3. Trustee: ROBERT E. PICKERAL and JAMES L. TRIMBLE Address: 500 - 17th Street, N.W. Washington, D.C. 20006

This Financing Statement covers:

All of the Debtor's right, title and interest, estate, claim demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described whether or not delivered thereto and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment.

RECEIVED
1984 DEC 28 PM 12:02
E. AUGER & LULLISON
CLERK

engine, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, clearing, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All contracts and other agreements for the sale of the premises hereinafter described now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder and including, again without limitation, the right to receive and collect the proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

(h) This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the

CDF/02-21-89
9794X (514X)
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

BOOK 581 PAGE 124

~~TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY~~

- To be recorded
- (1) in the Land Records of Anne Arundel County;
 - (2) in the Financing Statement Records of Anne Arundel County; and
 - (3) with the Maryland State Department of Assessments and Taxation

Not subject to recordation tax

Principal amount is \$ 150,000.00

RECORD FEE 14.00
POSTAGE .50
#463940 0489 R02 T13:36
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

Mailing Address of Debtor:

James F. Dempsey
Linda J. Dempsey

Villa 3-3A Oyster Cove
Grasonville, MD 21638

2. Secured Party:

Address of Secured Party:

STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland,

Suite 201
111 East Water Street
Baltimore, Maryland 21202

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

1400
36

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

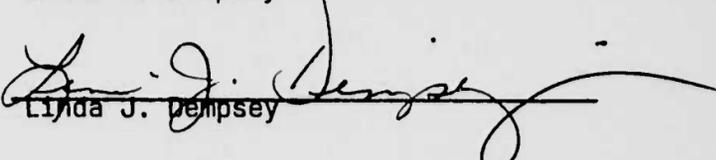
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 150,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:


James F. Dempsey


Linda J. Dempsey

Date: 5-13, 19 92

To the Filing Officer: After this Statement has been recorded, please mail the same to:

Kimberly A. Leaman
8955-A Edmonston Road
Greenbelt Md 20770

FINANCING STATEMENT

by

James F. Dempsey _____, Debtor
Linda J. Dempsey
and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel
County, Maryland, which is described as follows:

Lot numbered Nineteen (19) in the subdivision known
as "BELVOIR-Section D" as per plat thereof recorded in
Plat Book 113, Folio 9 thru 14 among the Land Records of
Anne Arundel County, Maryland.

Md. 1/24/79
L 71B
UCC

BOOK 581 PAGE 127

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Commercial Law Article of the Annotated Code of Maryland and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 273977 Dated 7/27/88

Record Reference Book 530 Page 175

RECORD FEE 10.00

POSTAGE .50

#462390 C489 P02 T08:48

06/01/92

2. DEBTOR is:

Name: White, Vaughnita H. and Oscar S.

(Last Name First)

MARY H. ROSE

AA CO. CIRCUIT COURT

Address: 2001 Bayridge Ave., Annapolis, MD. 21403

3. SECURED PARTY is:

Name: Southern Maryland Production Credit Association

Address: 6231 Crain Highway, Upper Marlboro, MD. 20772

The Secured Party further certifies that it no longer claims a security interest under the above Original Financing Statement.



WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Commercial Law Article of the Annotated Code of Maryland, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~Colonial Farm Credit, ACA~~

~~6231 Crain Highway, Upper Marlboro, MD. 20772~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

SECURED PARTY:

Southern Maryland Production Credit Association

Date: May 27, 19 92

By: Michael E. Hook
Sr. Loan Processor (Title)

(After recordation, mail to:

MARVIN H. ANDERSON
ATTORNEY
92 FRANKLIN STREET
P. O. BOX 64
ANNAPOLIS, MD. 21404

do
103



BOOK 581 PAGE 128

RETURN TO:
CORNERSTONE TITLE COMPANY
11000 BROKEN LAND PARKWAY
P. O. BOX 4002
COLUMBIA, MARYLAND 21044
FILE NO. 92-2033

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 275788 recorded in
Liber 535, Folio 568 on 12/21/88 at Anne Arundel County, Md.

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W.F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105 P.O. Box 9687 Arnold, Maryland 21012
2. SECURED PARTY:	Maryland National Bank 10 Light Street, 021901 Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7. <input checked="" type="checkbox"/> RELEASE. (Partial RELEASE) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8. See Exhibit A attached and made a part hereof.	

RECEIVED
FEE 10.00
POSTAGE .50
MAY 11 1989
CIRCUIT COURT

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By Deborah A. Thebaud
Deborah Thebaud, Assistant Vice President
(Type, Name and Title)

10.00

EXHIBIT A

BOOK 581 PAGE 129

Being known and designated as Lots 1-8 in Bldg E as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

RETURN TO:
CORNERSTONE TITLE COMPANY
11000 BROKEN LAND PARKWAY
P. O. BOX 4002
COLUMBIA, MARYLAND 21044
FILE NO. 92-2033

BOOK 581 PAGE 130

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277046 recorded in
Liber 540, Folio 302 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S): Crofton Meadows Joint Venture
c/o W.F. Utz Construction Co., Inc.
Name(s) 1511 Ritchie Highway, Suite 105
Address(es) P.O. Box 9687
Arnold, Maryland 21012

2. SECURED PARTY:
Name Maryland National Bank
10 Light Street, 021901
Address Construction Finance Unit
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

SECURED PARTY
Maryland National Bank
By Deborah Thebaud
Deborah Thebaud, Assistant Vice President
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

1000

Being known and designated as Lots 1-8 in Bldg E as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

RETURN TO:
CORNERSTONE TITLE COMPANY
11000 BROKEN LAND PARKWAY
P. O. BOX 4002
COLUMBIA, MARYLAND 21044
FILE NO. 92-2033

BOOK 581 PAGE 132

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 277047 recorded in
Liber 540, Folio 306 on 4/20/89 at Anne Arundel County, Md.
Date Location

1. DEBTOR(S):	Crofton Meadows Joint Venture c/o W.F. Utz Construction Co., Inc. 1511 Ritchie Highway, Suite 105
Name(s)	_____
Address(es)	P.O. Box 9687 Arnold, Maryland 21012
2. SECURED PARTY:	Maryland National Bank 10 Light Street, 021901
Name	Construction Finance Unit
Address	Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By Deborah A. Thebaud
Deborah Thebaud, Assistant Vice President
(Type, Name and Title)

10⁰⁰
5
0934646-9001
\$700,000

EXHIBIT A

BOOK 581 PAGE 133

Being known and designated as Lots 1-8 in Bldg E as shown on the Plat entitled, "BLUE RIDGE AT CROFTON MEADOWS ADMINISTRATIVE PLAT", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 128, page 26. Being in the 2nd Election District of Anne Arundel County.

286483

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 36,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Jet Blast, Inc.

(Name)

6800 Ft. Smallwood Road

(Address)

Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: June R. Hornick

(Name of Loan Officer)

18 West St.

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- 1 - High Pressure Cleaning Unit manufactured by NLB Corporation, Model No. 20150, serial no. 683221, powered by a Detroit Diesel engine

RECORD FEE 11.00
 RECORD TAX 252.00
 POSTAGE .50
 8463260 C489 R02 T11734
 06/01/93
 MARY M. ROSE
 AA CO. CIRCUIT COURT



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Jet Blast, Inc. (Seal)

(Seal)

Kevin J. Kavannah, Treasurer (Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

_____ (Seal)

(Seal)

_____ (Signature)

(Print or Type Name)

1100
25200
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
 POSTAGE .50
 #443270 CASE R02 T11:35
 06/01/92
 MARY H. ROSE
 AA CO. CIRCUIT COURT

1. DEBTOR

Name Sterling Inc. and Sterling Jewelers Inc.
 Address 375 Ghent Road, Akron, Ohio 44313

2. SECURED PARTY

Name Leer Gem Ltd.
 Address 600 Fifth Avenue, New York, New York 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Various items of gemstone and gold and other precious metals jewelry and loose diamond and other precious and semi-precious gemstones, consigned by secured party pursuant to a written agreement to debtor, located in the stores and at the locations as listed on Schedule 1.

Name and address of Assignee

JAO

Not subject to Maryland Recordation Tax - To perfect a Security Interest in inventory.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Sterling Inc. and Sterling Jewelers Inc.

Richard W. Miller - SR. VP
 (Signature of Debtor)

Leer Gem Ltd.

Richard W. Miller - SR. VP
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 (Signature of Secured Party)

 Type or Print Above Signature on Above Line

 Type or Print Above Signature on Above Line

RETURN TO:

INFOSEARCH, INC.
 P.O. Box 1110
 ALBANY, NY 12212

1200



SCHEDULE 1
MARYLAND STORES

ANNE ARUNDEL COUNTY

Kay Jewelers
Annapolis Mall
Annapolis, MD

Kay Jewelers
Glen Burnie Mall
Glen Burnie, MD

Shaw's Jewelers
Marley Station
Glen Burnie, MD

10060943



This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. LESSEE (LAST NAME FIRST - IF AN INDIVIDUAL) ALLIED FUEL OIL COMPANY, INC.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 8683 FORT SMALLWOOD ROAD		1C. CITY, STATE RIVIERA BEACH, MD	1D. ZIP CODE 211220000
2. ADDITIONAL LESSEE (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. LESSEE'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. LESSOR NAME Eaton Financial Corporation MAILING ADDRESS 550 Cochituate Rd PO Box 9104 CITY Framingham STATE MA ZIP CODE 01701		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF LESSOR (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

IBM 286 COMPATIBLE COMPUTER, 300 CPS PRINTER, AMBER MONITOR, RDS CUSTOMER BILLING PACKAGE This transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

NOT SUBJECT TO A RECORDATION TAX

This filing is to perfect a security interest taken or retained by a seller of collateral to ensure all or part of its price.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. LESSEE (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
--	---	--

B. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> LESSEE IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a)
--	---

9. <input checked="" type="checkbox"/> DATE	C O D E	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
SIGNATURE (S) OF LESSEE (S) <i>Gisella J. Torres</i> PO ALLIED FUEL OIL COMPANY, INC.	1	RECORD FEE 11.00
TYPE OR PRINT NAME (S) OF LESSEE (S)	2	POSTAGE .50
SIGNATURE (S) OF LESSOR (S) <i>Priscilla Freitas</i> PO Eaton Financial Corporation	3	#463390 CARS R02 T11:36
TYPE OR PRINT NAME (S) OF LESSOR (S)	4	06/01/92
11. RETURN COPY TO:	5	MARY M. ROSE
NAME DATA FILE SERVICES, INC.	6	AA CO. CIRCUIT COURT
ADDRESS P.O. BOX 275	7	
CITY VAN NUYS, CA 91408-0275	8	
STATE	9	
ZIP CODE TEL: (818)909-2200 FAX: (818)909-4717	0	

286486

BOOK 581 PAGE 138

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 26620-7

1. Debtor(s) (Last Name First) and address(es)

World Amusement, Inc.
451 Century Vista Drive
Arnold, Maryland 21012

2. Secured Party(ies) and address(es)

State Sales and Service
Corporation
3431-A Benson Avenue
Baltimore, Maryland 21227

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#463290 CARR ROZ 711:39
08/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

See Schedule A

Not Subject to Recordation Tax

5. Assignee(s) of Secured Party and Address(es)

FIRESTONE FINANCIAL CORP.
38 Glen Avenue
P.O. Box 9108
Newton Centre, MA 02159-9108

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented:

World Amusement, Inc.

By:

Robert A. Witcher
Robert A. Witcher, President

State Sales and Service Corporation

By:

S.B. Koenigsberg
S.B. Koenigsberg, Pres.

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100
50

SCHEDULE A

All of the equipment used in connection with the business known as World Amusement, Inc., and located at 451 Century Vista Drive, Arnold, Maryland 21012, including without limiting the generality of same, the following equipment listed below, together with all after acquired equipment whether purchased new or in substitution or trade in.

2	U.S. Games 9-Inch C/Top	008, 013
1	U.S. Games 9 Inch C/Top	001

WORLD AMUSEMENT, INC.

By: *Robert A. Wilkins*

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- PLEASE TYPE the form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with increased carbon paper to the filing officer. Enclose filing fee.
- If the debtor is a corporation, the form is available in the amount shown on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be prepared to the filing officer with a set of three copies of the financing statement. Long addresses of collateral, addresses, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If contents of copies or goods which are or are to become fixtures, describe generally the real estate and give names of record owner.
- When a copy of the security agreement is used as a financing statement, it is required that it be accompanied by a completed but unrecorded set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use said copy as a Termination Statement.

REORDER FROM
Reg. State, Inc.
314 N. JEFFERSON ST.
ANN ARBOR, MI 48106
(313) 271-1113

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 266374

Debtor(s) (Last Name First) and address(es)

WILLOW ENTERPRISES, INC.
325 ROESLER ROAD
GLEN BURNIE, MD. 21060

Secured Party(ies) and address(es)

WILLOW ENTERPRISES INC.
325 ROESLER ROAD
GLEN BURNIE, MD. 21060

This financing statement covers the following types (or items) of property:

- 2-WURLITZER CD JUKE BOXES - S/N31129840, S/N 31129843
- 2-USED WRESTLEFEST AMERICAN TECHNOS - S/N 40321, S/N48695
- 2-ADAMS FAMILY PINBALL BY BALLY - S/N 060241, S/N 060289
- 1-X-MEN - KONAMI S/N14876
- 3-USED ROWE CD-100's - S/N4433, S/N4489, S/N4586

Not Subject to Recordation Tax

Assignee(s) of Secured Party and Address(es)
FIRESTONE FINANCIAL CORP.
38 Glen Avenue
P.O. Box 9108
Newton Centre, MA 02159-9108

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

It is already subject to a security interest in another jurisdiction when it was brought into this state.

It is which is proceeds of the original collateral described above in which a security interest was perfected.

check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

WILLOW ENTERPRISES, INC.

By: Larry Wilner
Larry Wilner, Signature(s) of Debtor(s) President

WILLOW ENTERPRISES, INC.

By: N. Wigglesworth
N. Wigglesworth, Agent
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECORD FEE \$11.00
POSTAGE .50
ANN ARBOR CIRCUIT COURT
463300
6-1-92
T11:41

FINANCING STATEMENT

FORM UCC-1

BOOK 581 PAGE 141

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lonergan's Charter Service, Inc.
Address 1109 Boucher Avenue, Annapolis, Maryland 21403

RECORD FEE 11.00
POSTAGE .50
M463310 C489 R02 T11:42
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 S. Charles Street 101-460, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

See Attached List of Equipment on Schedule A.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lonergan's Charter Service, Inc.

(Signature of Debtor)

John J. Lonergan, Sr., President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

William R. Brown, Assistant Vice President

Type or Print Above Signature on Above Line

1100
1105



SCHEDULE A

Two (2) new 1990 International Model 3000 school buses	S/N 1HVDDNEN7LH201749 1HVDDNEN3LH201750
One (1) new 1992 Mercedes Model 500 SL 2 door with MD phone and CD player	S/N WDBFA66EONF049117
One (1) new 1990 International Model 3000 school bus	S/N 1HVDBCFNOLH206569
Three (3) 1907 International Model 1053 school buses with 66 passenger Thomas school bus bodies.	S/N 1HVLPFCFN0HH480540 1HVLPFCFNXHH480541 1HVLPFCFN1HH480542
One (1) 1907 International Model 1053 school bus with a 66 passenger Thomas school bus body.	S/N 1HVLPHYNBHHA19056
Three (3) 1906 International Model 1053 school buses with 66 passenger Thomas school bus bodies	S/N 1HVLPHYN3GHA57860 1HVLPHYN2GHA57865 1HVLPHYN0GHA57871
One (1) 1905 International Model 1053 school bus with a 66 passenger Thomas school bus body.	S/N 1HVLPHYN4FHA20107
One (1) 1904 International Model 1053 school bus with a 66 passenger Thomas school bus body.	S/N 1HVLPHYN0EHA47175
One (1) 1903 International Model 1053 school bus with a 66 passenger Thomas school bus body.	S/N 1HVDA1B51DHA23657
One (1) 1908 Ford Model F250 4 X 4 pick-up truck	S/N 1FTHF2GM7JNA21696

x JALH

1130



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
 POSTAGE .50
 #443320 C489 R02 T11:43

1. DEBTOR

Name Baldwin Tuttle
 Address 1001 Snapper Cove Ln. Pasadena Md 21122

2. SECURED PARTY

Name N.J. Richardson & Sons Inc
 Address 6400 Windsor Mill Rd Balto. Md 21207

04/01/92
 MARY M. ROSE
 AA ED. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Kubota B3700HSD Tractor s/N: 641194
 Kubota RC60-71B Mower s/N: 51282
 Schwartz 64R loader ASN

Name and address of Assignee

KUBOTA CREDIT CORPORATION, USA
 1025 Northbrook Parkway
 Suwanee, Georgia 30174

54900-737193



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Tuttle
 (Signature of Debtor)

Baldwin Tuttle
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

N.J. Richardson & Sons, Inc.
Honor E Richardson, CO-CHS
 (Signature of Secured Party)

HONOR E RICHARDSON CO-CHS
 Type or Print Above Signature on Above Line

1100 50



MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated 5/10/92 is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES H. SCHWINN
Address 5904 CAREFREE DRIVE BALTIMORE MD 21225

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

3. Assignee of Secured Party Ford New Holland Credit Co.
Address P.O. Box 36387
Richmond, VA 23235

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list):

NEW GRAVELY PROFESSIONAL 14-G 4-wheel
TRACTOR w/ 50" Mower Deck s/n 363478

RECORD FEE 11.00
POSTAGE .50
#163330 C199 P02 11144
05/11/92
MARY H. ROSE
AS CO. CIRCUIT COURT

6. (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(if collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax. (Proceeds of collateral are also covered).
 (Products of collateral are also covered)


(Signature of Debtor)

Charles H. Schwinn
Type or print above signature on above line

1100
50

(Signature of Debtor)


(Signature of Secured Party)
Security Ford New Holland, Inc.
Thomas J. Drescher, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286491

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William Olsen
Address 1623 Ridout Rd. Annapolis, Md. 21401

RECORD FEE 11.00
POSTAGE .50
4453340 CARR ROZ T11:44
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.
Address 15095 Frederick Rd. Woodbine, Md . 21797

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

Used G5200H Tractor

Name and address of Assignee
KUBOTA CREDIT CORPORATION, USA
1025 Northbrook Parkway
Suwanee, Georgia 30174

54902-737249

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

William Olsen
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

William E. Richardson- Pres.
Type or Print Above Signature on Above Line

11093



Anne Arundel Cty.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267903

RECORDED IN LIBER 513 FOLIO 70 ON 6-8-87 (DATE)

1. DEBTOR

Name Lallie, Inc.
Address P.O. Box 6400, 101 Gibraltar St. Annapolis, Md 21401

2. SECURED PARTY

Name 2nd Nat'l Bldg. & Loan, Inc. NKA 2nd Nat'l Fed. Savings Bank
Address P.O. Box 2558 Salisbury, Md 21802
Attn: Gwen D. Waters - Banking Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#463408 C489 R02 T11:57
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT



Dated 5-18-92

Shirley P. Norman
(Signature of Secured Party)

Shirley P. Norman - Asst. Vice Pres.
Type or Print Above Name on Above Line
Second National Fed. Savings Bank

10²⁰
10-50
Term



Amended to 11.5.80

286492

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: Contrax Technologies, Inc.
 (Name or Names)
7500 Connelley Drive, Suite C, Hanover, Maryland 21076
 (Address)
 LESSEE: _____ BGB 5315
 (Name or Names)

 (Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Bank of Glen Burnie
 Of LESSOR: _____ (Name or Names)
1st Ave. & Crain Hwy., S.E. Glen Burnie, MD 21061
 (Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

RECORD FEE 11.00
POSTAGE .50
M463410 CABR R02 T11:57
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT



5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Contrax Technologies, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u><i>Johnny R. Credle</i></u> (Title) <u>Johnny R. Credle - President</u> (Type or print name of signer)	By: <u><i>Donald A. Lounsbury</i></u> Credit Manager (Title) <u>Donald A. Lounsbury</u> (Type or print name of signer)
By: _____ (Title) _____ (Type or print name of signer)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> <u>9506 Harford Road</u> <u>Baltimore, MD 21234</u>

11.00



SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BGB 5315
 dated May 6, 1992.

<u>Quantity</u>	<u>Description</u>
1	GenRad 2271 PC Board Tester to include the following:
	960 Test Points (60 SDS Cards)
1	ACZ Unit
1	DCM Unit
1	DCS Unit
1	STM
1	MUX
2	PIO
1	User Power Supplies (+5V, +15V, -15V)
1	Triple Power Supply (TPS1, TPS2, TPS3)
1	DEC 11/23 CPU w/256K Memory
1	Centronix Microprinter - P1
1	Video Display Terminal
1	Vacuum Control System
1	8" SSDD Floppy Drive
1	Phoenix Disk Drive (96 MegBytes)
1	Vacuum Pump

Approved and agreed to this 6th day of May, 1992.

LESSEE: Contrax Technologies, Inc.

By: *[Signature]* Title: *[Signature]*



*Answer
provided
11.50*

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- LESSEE: Gardner Contracting, Inc.
 (Name or Names)
341 Dogwood Road, Millersville, Maryland 21108
 (Address) NFSL 5323
- LESSEE: _____
 (Name or Names)

 (Address)
- LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234
 Northfield Federal Savings & Loan Association
- ASSIGNEE (if any) _____
 Of LESSOR: 1844 E. Joppa Rd. (Name or Names) Baltimore, Maryland 21234
 (Address)
- This financing Statement covers the following types (or items) of property:

Used 1985 Hyster Model Z90B Forklift Serial #B179C1584F



RECORD FEE 11.00
POSTAGE .50
#463420 CARR RD2 T11:58
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Gardner Contracting, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u><i>[Signature]</i></u> President	By: <u><i>[Signature]</i></u> Credit Manager
Michael F. gardner (Title)	Donald A. Lounsbury (Title)
(Type or print name of signer)	(Type or print name of signer)
By: _____	Return to: Chesapeake Industrial Leasing Co., Inc.
(Title)	9506 Harford Road
(Type or print name of signer)	Baltimore, MD 21234

*1100
50*



FINANCING STATEMENT FORM UCC-1

Identifying File No. 286494

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Richard Gartner
Address 900 Ritchie Highway Suite 103 Severna Park MD 21146

2. SECURED PARTY

Name Healthco International
Address 11412 Cronridge Drive Suite A Owings Mills MD 21117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 Belmont 071-A X-Ray
2 Porter 5600 Outlet Station
3 Titan II Plus Motors
3 Titan II Torque Multiplier
3 Titan II Latch B/B Heads
3 Titan II St. Nose Cone
1 M7 Autoclave
3 Star Motor to Angle Adaptors

Name and address of Assignee

CONDITIONAL SALES CONTRACT
SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#463430 CARR R02 T12:02
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT



X [Signature]
(Signature of Debtor)

Dr. Richard Gartner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Brenda Fink
Type or Print Above Signature on Above Line

1100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Gerald Goodman
Address 1416 Annapolis Road Odenton MD 21113

2. SECURED PARTY

Name Healthco International
Address 11412 Cronridge Drive Suite A Owings Mills MD 21117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Gendex GX Pan
- 1 AT 2000 Film Processor

Name and address of Assignee

CONDITIONAL SALES CONTRACT
SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#463440 C489 R02 T12:02
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT

X *Gerald Goodman*
(Signature of Debtor)

Dr. Gerald Goodman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Brenda Fink
(Signature of Secured Party)

Brenda Fink
Type or Print Above Signature on Above Line

1100
S

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286496

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Kevin Coughlin/DBA Kevin Coughlin Welding Service
Address 8000 Long Hill Rd. Pasadena, MD 21122

2. SECURED PARTY

Name McLean Rentals, Inc.
Address 7914 Kincannon Pl.
Lorton, VA 22079

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New Toyota SDK10 Skid Steer Loader
Serial #10421
Low Profile Bucket & Pallet Forks & Frame
Tooth Bar For Bucket

Name and address of Assignee
TMCC
1515 190th Street
Gardena, CA 90248

This Filing is taken to perfect a security interest taken by seller of collateral to secure all or part of its price.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 12.00
POSTAGE .50
M443450 C489 R02 T12:03
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Handwritten signature of Michael Kevin Coughlin

(Signature of Debtor)

Michael Kevin Coughlin

Type or Print Above Name on Above Line

Blank line for signature of Debtor

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of David A. Sax

(Signature of Secured Party)

David A. Sax

Type or Print Above Signature on Above Line

Handwritten notes: 12-52, 12.00



BOOK 581 PAGE 155

41100

FINANCING STATEMENT

MARKS RENTALS, INC.
7060 Aviation Boulevard
Glenburnie, MD 21061

Thrifty Rent-A-Car System, Inc.
5330 E. 31st Street
Tulsa, Oklahoma 74153

(Debtor)

(Secured Party)

This Financing Statement covers all of the following types or items of collateral:

All Vehicles now or hereafter leased by Thrifty Rent-A-Car System, Inc. to Debtor under the Master Lease Agreement dated October 15, 1991, together with all accessories attached thereto, all Chattel Paper, all Documents of Title, all leases and rental agreements, and all proceeds thereof, including insurance proceeds, whether arising out of the rental, lease, sale or other disposition thereof or otherwise and including all cash, Accounts, Contract Rights, General Intangibles, Chattel Paper, Notes and any other obligation or evidence of obligation to Debtor.

MARKS RENTALS, INC.

By *Louis A. Cohen*
Louis A. Cohen, President

(Debtor)

THRIFTY RENT-A-CAR SYSTEM, INC.

By *S. Lloyd St. Clair, Jr.*
(Signature)

NAME:

S. Lloyd St. Clair, Jr.
(Typed or Printed)

TITLE:

Vice President
(Typed or Printed)

(Secured Party)

3405 1299

<p>This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code</p>		<p>Maturity date (if any):</p>
<p>1. Debtor(s) Name(s) (Last Name First)</p> <p>Advantage Book Binding, Inc.</p>	<p>2. Debtor(s) Complete Address(es)</p> <p>85 Dover Road Glen Burnie, MD 21061</p>	
<p>3. & 4. Secured Party(ies) and Complete Address(es)</p> <p>Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707</p>	<p>5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)</p>	<p>RECORD FEE 11.00 POSTAGE .50 8463470 CASE NO. T12705 06/01/92 MARY H. ROSE AA CO. CIRCUIT COURT</p>
<p>7. This financing statement covers the following types (or items) of property: (Describe)</p> <p>All accounts receivable now in existence and hereafter acquired.</p>		
<p>8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.</p>		
<p>Filed with CIRCUIT COURT CLERK OF Anne Arundel County: Other _____</p>		
<p>9. Transaction is (), is not (X) (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____</p>		
<p>10. This statement to be returned after recordation to Secured Party, shown above, or to _____</p>		
<p>Signature(s) of Debtor(s)</p> <p>Advantage Book Binding, Inc.</p> <p>BY: <u>Jerome G. Nocar</u>, President</p> <p>Signature(s) of Secured Party(ies) or Assignee(s)</p> <p><u>Michael G. Livingston</u> By Assistant Vice President (Title)</p> <p>NOTE—Type or Print Names Clearly Below Signatures.</p>		
<p>FILING OFFICER COPY</p> <p>DB-30</p> <p>Printed in U. S. A.</p>		

1100
5

286499

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Carroll County

(1) Debtor(s) (Last Name First) and Address(es):
KING, LESTER HILL
KING, CHERYL A.
6075 DRUM POINT RD.
DEALE MD 20751

(2) Secured Party(ies) (Name(s) And Address(es):
GREENE BOAT AND MOTOR, INC.
231 OAKLAND ROAD
SPINDALE NC 28160

RECORD FEE 12.00
POSTAGE .50
#463480 CABR R02 T12:06
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):
CHEMICAL BANK C/O CFC
150 S. STRAFFORD ROAD
WINSTON-SALEM NC 27104

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

SILHOUETTE PACKAGE, BUTT SEAT, SPORT SEATING, CABLES, DUAL STEERING, OIL, RAKER, ALUM MAGS, MOTORGUIDE 765 COMP., FIRE EXT., 3 BATT., TIE DOWNS, MOTOR Toter, PROTECT-A-JACK

On Farm Collateral Filing, Name County Debtor Resides in

Products of the Collateral Are Also Covered (Generally Filed unless County is noted)
1992 BASS CAT PANTERA II BASS 51940292 1992 JOHNSON J200STLEN G03011835
1992 BASS CAT TRAIL 458B920211400297 [or Assignees]

(6) Signatures: Debtor(s)
Lester King Cheryl A. King

GREENE BOAT AND MOTOR, INC.
(By) *Ed Baum*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(By) _____
Standard Form Approved by N.C. Sec. of State

(1) Filing Officer Copy - Numerical

UCC-1

*1200
10*



286500

BOOK 581 PAGE 158

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 300644 DD

1. Debtor(s) (Last Name First) and address(es)
JASONS MUSIC CENTER INC.
8230 RITCHIE HIGHWAY
PASADENA MD 21122

2. Secured Party(ies) and address(es)
YAMAHA CORPORATION OF AMERICA
6600 ORANGETHORPE AVENUE
P.O. BOX 6600
BUENA PARK CA 90622-6600

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#463490 CARR R02 T12:07
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

YAMAHA PIANOS AND ORGANS, VARIOUS MUSICAL INSTRUMENTS, INCLUDING EVERETT PIANOS AND/OR BENCHES, AND SUCH OTHER PRODUCTS AS MAY BE DISTRIBUTED BY YAMAHA CORPORATION OF AMERICA, ITS SUBSIDIARIES AND AFFILIATES, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND INCLUDES ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS, ACCESSORIES, ACCESIONS, ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONJUNCTION THEREWITH.

PROCEEDS OF COLLATERAL ARE ALSO COVERED.

5. Assignee(s) of Secured Party and Address(es)

SEE ATTACHMENT FOR ADDITIONAL LOCATION:

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

ANNE ARUNDEL CO.

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered No. of additional Sheets presented:

JASONS MUSIC CENTER INC.

By: *[Signature]*

Signature(s) of Debtor(s)

YAMAHA CORPORATION OF AMERICA

By: *[Signature]*

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100
13

002285

BOOK 581 PAGE 159

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF..... MD

TOTAL NUMBER OF SHEETS..... 2

DEBTORS ADDITIONAL LOCATION

6660 SECURITY BLVD STE #11 BALTIMORE MD 21207

JASONS MUSIC CENTER INC.
DEBTOR

YAMAHA CORPORATION OF AMERICA
SECURED PARTY

2
SHEET No.

(1) Filing Officer Copy—Alphabetical

FORM UCC-E

0
2



FINANCING STATEMENT Form UCC-1

Identifying File No. 286501

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3277.00

If this statement is to be recorded in land records check here. []

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul & Marlene Marks

Address 1409 Fairbanks Drive Hanover, MD 21076

2. SECURED PARTY

Name BLAZER FINANCIAL SERVICES, INC.

Address 4171 Patterson Avenue

Baltimore, MD 21215

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) "CUSTOM 10" BAY WINDOW AND EIGHT (8) CUSTOM 10 DOUBLE HUNG WINDOWS



CHECK THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[X] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50
#463500 C489 R02 T12:10
06/01/82
MARY M. ROSE
AA CO. CIRCUIT COURT

Paul Marks
(Signature of Debtor)

PAUL MARKS
Type or Print Above Name on Above Line

Marlene Marks
(Signature of Debtor)

MARLENE MARKS
Type or Print Above Signature on Above Line

Katherine M. Schmidt
(Signature of Secured Party)

Katherine M. Schmidt
Type or Print Above Signature on Above Line

12.00
24.50
24.50



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY

BOOK 581 PAGE 161

Debtor(s) Name (Last Name, First) Complete Address

INDUSTRIAL LIFT, INC.
1905 ROUTE 206, PO BOX 2507
VINCENTOWN, NJ 08088-2507

Maturity date (if any):

FOR OFFICE USE ONLY

286502

Secured Party(ies) and Complete Address

AMERICAN HI-LIFT OF MARYLAND, INC.
SUITE 300
EULESS, TX 76040-5033

Assignee(s) of Secured Party and Complete Address

This financing statement covers the following types (or items) of property:

GROVE, MARK & STRATO PARTS INVENTORY PER EXHIBIT "A"

RECORD FEE 11.00
POSTAGE .50
#463520 CARR POZ T12:15
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT



When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. () Proceeds of Collateral are also covered. b. () Products of Collateral are also covered. No. of additional sheets presented. ()

() Filed with Register of Deeds and Mortgages of

County. () Secretary of State

() Filed with the County Clerk of

County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

INDUSTRIAL LIFT, INC.

AMERICAN HI-LIFT OF MARYLAND, INC.

PRESIDENT

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)



113 Holsum Way
Glen Burnie, MD 21060
(410) 760-7400

EXHIBIT "A"

April 10, 1992

Inventory to be purchased per Sales AGREEMENT between
Vibroplant US, Inc. and Industrial Lift.

GROVE parts	\$25,391.39
MARK parts	425.45
STRATO parts	840.85
TOTAL	\$26,657.69



 Steve Reese

"After the sale, it's the Service that counts"



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address	Maturity date (if any):
	INDUSTRIAL LIFT, INC. 1905 ROUTE 206, PO BOX 2507 VINCENTOWN, NJ 08088-2507 BOOK 581 PAGE 163	FOR OFFICE USE ONLY
	Secured Party(ies) and Complete Address	286503
	AMERICAN HI-LIFT OF MARYLAND, INC. SUITE 300 EULESS, TX 76040-5033	
	Assignee(s) of Secured Party and Complete Address	

This financing statement covers the following types (or items) of property:

- | | | |
|---|----------------------------------|-------------------|
| 1 | 1990 MODEL 379 PETERBILT TRACTOR | 1XP5029X4LN291260 |
| 1 | V-10 SERVICE TRUCK | 1GDJC3NOLES19720 |
| 1 | V-7 PICK UP TRUCK | 1GTDC1486KES03746 |
| 1 | TRAILER TRAILER 48'/35 TON | 1DA72C772KM009596 |

RECORD FEE 11.00
POSTAGE .50
#4453530 C489 R02 T12:16
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

PER INVOICE #10362



When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. <input type="checkbox"/> Proceeds of Collateral are also covered.	b. <input type="checkbox"/> Products of Collateral are also covered.	No. of additional sheets presented. ()
<input type="checkbox"/> Filed with Register of Deeds and Mortgages of	County.	<input type="checkbox"/> Secretary of State
<input type="checkbox"/> Filed with the County Clerk of	County.	
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee(s)	
INDUSTRIAL LIFT, INC. <i>[Signature]</i> PRESIDENT	AMERICAN HI-LIFT OF MARYLAND, INC. <i>[Signature]</i>	

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

EXHIBIT "A"

029 P0



DECATUR, GA
(404) 593-1333
1-800-322-1744

BIRMINGHAM, AL
(205) 791-0033
1-800-255-1881

PIEDMONT, SC
(803) 295-1700
1-800-833-3113

N. CHARLESTON, SC
(803) 797-1577
1-800-833-3113

INVOICE 10362

SEND REMITTANCE TO:

AMERICAN HI-LIFT
6260 TRUMAN DR.
DECATUR, GA 30035-3900

2 of 9

SOLD TO
2303 Industrial Lift
205 Route 206 North
Vincetown, NJ 08088

INVOICE DATE 4/28/92	DATE SHIPPED
YOUR ORDER NO.	RENTAL ENDED
TERMS NET 10 DAYS	F.O.B.
SALESMAN	CONTRACT NO RE:

QUANTITY	DESCRIPTION	AMOUNT
1	1990 Model 379 Peterbilt Tractor S/N 1XP5029X4LN291260	\$42,400.00
1	V-10 Service Truck S/N 1GDJC3NOLES19720	13,100.00
1	V-7 Pick Up Truck S/N 1GTDC1486KES03746	3,900.00
1	Traileze Trailer 48'/35 Ton S/N 1DA72C772KM009596	17,400.00
	ATTENTION: CUSTOMER RESPONSIBLE TO CALL MACHINE OFF RENT AND ACQUIRE TERMINATION NUMBER	
	TOTAL	\$76,800.00

Thank You

CARRYING CHARGES OF 1 1/2% PER MONTH WILL BE CHARGED ON ALL BALANCES 30 DAYS OR MORE DELINQUENT.

WHITE: CUSTOMER, GREEN: FILE, CANARY: NUMERICAL, GOLDENROD: RENTAL

FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address	Maturity date (if any):
	INDUSTRIAL LIFT, INC. 1905 ROUTE 206, PO BOX 2507 VINCENTOWN, NJ 08088-2507 BOOK 581 PAGE 165	FOR OFFICE USE ONLY 286504
	Secured Party(ies) and Complete Address	
	AMERICAN HI-LIFT OF MARYLAND, INC. SUITE 300 EULESS, TX 76040-5033	
	Assignee(s) of Secured Party and Complete Address	

This financing statement covers the following types (or items) of property:

SHOP AND OFFICE EQUIPMENT PER INVOICE #10364

RECORD FEE 25.00
POSTAGE .50
#463540 C489 P02 T12:17
08/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT



When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. <input type="checkbox"/> Proceeds of Collateral are also covered.	b. <input type="checkbox"/> Products of Collateral are also covered.	No. of additional sheets presented. ()
<input type="checkbox"/> Filed with Register of Deeds and Mortgages of	County. () Secretary of State	
<input type="checkbox"/> Filed with the County Clerk of	County.	
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee(s)	
INDUSTRIAL LIFT, INC. <i>[Signature]</i> PRESIDENT	AMERICAN HI-LIFT OF MARYLAND, INC. <i>[Signature]</i>	

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

EXHIBIT "A"



- DECATUR, GA (404) 593-1333 1-800-322-1744
- BIRMINGHAM, AL (205) 791-0033 1-800-255-1881
- PIEDMONT, SC (803) 295-1700 1-800-833-3113
- N. CHARLESTON, SC (803) 797-1577 1-800-833-3113

587

INVOICE 10364

SEND REMITTANCE TO:

AMERICAN HI-LIFT
5260 TRUMAN DR.
DECATUR, GA 30035-3900

SOLD TO
2303 Industrial Lift
205 Route 206 North
Vincetown, NJ 08088

INVOICE DATE 4/28/92	DATE SHIPPED
YOUR ORDER NO.	RENTAL ENDED
TERMS NET 10 DAYS	F.O.B.
SALESMAN	CONTRACT NO RE:

QUANTITY	DESCRIPTION	AMOUNT
	Shop and office equipment per equipment listing	\$9,815.00
	ATTENTION: CUSTOMER RESPONSIBLE TO CALL MACHINE OFF RENT AND ACQUIRE TERMINATION NUMBER	
	Thank You	
	TOTAL	\$9,815.00

CARRYING CHARGES OF 1 1/2% PER MONTH WILL BE CHARGED ON ALL BALANCES 30 DAYS OR MORE DELINQUENT.

WHITE: CUSTOMER; GREEN: FILE; CANARY: NUMERICAL; GOLDENROD: RENTAL

PURCHASED BY
INDUSTRIAL LIFT, INC.

EXHIBIT "A"

SHOP OFFICE:

3 Rolling Files - Letter Size	75.00
1 Letter Size 4 Drawer File	20.00
1 Copier Stand - 1 Royal #2012	300.00
1 Metal Sec. Desk W/Typewriter side desk	30.00
1 5 Drawer Large Side Drawer Filing Cabinet	65.00
1 Large Wooden Desk	100.00
1 Highback Chair	50.00
1 Sec. Chairs on wheels	25.00
1 Window Air Conditioner	100.00

LUNCH ROOM:

1 Toshiba Microwave (47402427)	50.00
1 Braun Coffee Maker (80983G)	35.00
1 Time Clock	75.00
1 Refrigerator, 2 cu.	25.00
1 Redwood Table	FREE
2 Benches	FREE
1 Microwave Stand	FREE

TERRY'S OFFICE:

1 Computer Stool	15.00
1 Desk	75.00
1 Chairs - Leg	FREE
2 5-Drawer Horizontal Files	Each - 65.00
1 Lowback Chair - Rollaround	25.00

ACCT. OFFICE:

1 5-Drawer Horizontal File	65.00
1 Desk, & 1 Sec. Chair	100.00

CONFERENCE ROOM:

1 RCA TV (827243108) & 1 VCR (S-810111722)	Each - 300.00
2 10-Drawer Files	Each - 50.00
1 2-Door Cabinet	100.00

SUSAN'S OFFICE:

1 Term Stand	20.00
--------------	-------

EXHIBIT "A"

GM OFFICE:

1 Desk
 1 Sofa
 1 Highback Chair
 1 Credenza
 1 End Table
 1 2-Shelf Bookcase

BOOK 581 PAGE 168

TOTAL: 275.00

CONFERENCE ROOM:

1 Capehart Refrigerator - small 5 cu. 75.00
 1 Proctor Silve Coffee Maker (697089) 20.00
 1 Brother Fax-210 100.00
 1 Conference Table, 5 Chairs, 2 Bookcases 200.00
 1 Overhead Projector 50.00

FRONT OFFICE:

2 Sec. Chairs Each- 20.00

DONNIE'S OFFICE:

1 Ricoh FT 4085 Copier (0675053975) 400.00
 1 RCA Air Conditioner (FD426210) 100.00

PARTS ROOM:

1 5-Drawer File, 1-4Drawer File, 1 2-Drawer File All- 50.00
 1 Desk 50.00
 1 Highback Chair 50.00



EXHIBIT "A"

BOOK 581 PAGE 169

HYD. HOSE. MACH. SHOP F690:

	15.00
	10.00
	25.00
1 Hand Grinder (57861)	
1 Floor Jack (DC-89-QJ-009868)	75.00
1 Grease Gun - Air Model C8551-4 (C-4)	150.00
	75.00
1 8" Bench Grinder (8940)	400.00
1 Heavy Duty Press (003329)	200.00
1 Drill Press (08046)	1500.00
1 Lincoln Mig Welder (AC625626)	
1 MAC 12V Charger (297877)	
1 Pressure Washer	

SHOP TOOLS - NO SERIAL NUMBERS:

	10.00
	FREE
7 1/4" Circular Saw	125.00
Jig Saw	75.00
1 Port-A-Power Kit	25.00
2 Air Sanders	30.00
2 Torch Reg., 2 sets hoses, 2 torches	40.00
1 Band Saw	75.00
1 Batt. Term. Crimper	100.00
3 6V 12V Batt. Chargers	10.00
1 Snap On Paint Gun and Cup	15.00
1 Jack stands	250.00
2 Bottle Jacks	
3 Overhead Chain Falls	

All-



9-9

EXHIBIT "A"

BOOK 581 PAGE 170

SHOP:

1 2-Drawer Letter File		10.00
4 Generator Plus Plus	Each-	250.00

FREDERICKSBURG:

1 Refrigerator - 18 CU		
1 2 Door Cab.		
1 5 Drw. Letter File		
1 4 Drw. Letter File		
2 Desks		
1 Wooden Desk - broken		
1 Computer Stand		
1 Wooden Cabinet		
1 Westinghouse A/C (ACA117083)		
1 2 Drw. Letter File		
1 Lowback Chair - Rollaround		
1 Lowback Chair - Leg	All -	410.00
1 Office Trailer		1,500.00

VIRGINIA:

1 Two phones and Control Box		400.00
------------------------------	--	--------

INVOICE THIS AMOUNT TO INDUSTRIAL LIFT 9,815.00



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2426.00

If this statement is to be recorded in land records check here.

This financing statement Dated March 30, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pamela Z. McCall
Address 8 Waysons Mobile Court, Lothian, Maryland 20711

2. SECURED PARTY PREPARED BY:

MAIL TO: Name Chrysler First Financial Services Corporation
Suite 205
1460 Ritchie Highway
Address Arnold Station
Arnold, Maryland 21012-9964

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
- 4. This financing statement covers the following types (or items) of property: (list)

8 x 12 Deck
9 x 16 Aluminum Awning



RECORD FEE 11.00
RECORD TAX 17.50
POSTAGE .50
#4463580 C489 R02 T12:27
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:
(describe real estate) 8 Waysons Mobile Court
Lothian, MD 20711

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

"I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY SUPERVISION."

Pamela Z. McCall
(Signature of Debtor)

Pamela Z. McCall
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

T.J. Breig
T.J. Breig, MGR

J. Bonincontri
(Signature of Secured Party)

J/ Bonincontri
Type or Print Above Signature on Above Line

1100
1750



FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COMPUADD CORPORATION

Address 12303 TECHNOLOGY BLVD. AUSTIN, TX 78727

2. SECURED PARTY

Name APPLE COMPUTER, INC.

Address 20525 MARIANI AVE. CUPERTINO, CA 95014

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXHIBIT A

SEE ATTACHED EXHIBIT B

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

Don J. Amiccucci Chief Financial Officer

COMPUADD CORPORATION Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

APPLE COMPUTER, INC.

Type or Print Above Signature on Above Line

RECORD FEE 13.00 POSTAGE .50 #463580 0489 R02 T12#28 06/01/92 MARY M. ROSE AA CO. CIRCUIT COURT

A062256

B00



EXHIBIT A

This financing statement covers the following types (items) of property:

Debtor grants to Apple Computer, Inc. ("Apple") a security interest in the following:

- (a) all inventory of goods and merchandise, materials and equipment sold by SECURED PARTY or any of its affiliated companies, now held or hereafter acquired by DEBTOR, wherever located;
- (b) all additions and accessions thereto, including returns;
- (c) all proceeds thereof or therefrom, including but not limited to accounts receivable, promissory notes, installment contracts, contract rights, general intangibles, chattel paper and instruments arising therefrom ("PROCEEDS") and
- (d) all rights to insurance and the proceeds thereof covering any of the above property (all of the above hereinafter called "COLLATERAL").

MD

BOOK 581 PAGE 174

Exhibit B

Locations for the Collateral are as follows:

2341-K Forest Dr.
Annapolis, MD 21401

1809 Reisterstown Rd.
Suite 153
Baltimore, MD 21208

4130 E. Joppa Rd
Suite 102
Baltimore MD 21236

1227 Rockville Pike,
Suite J & K
Rockville, MD 20852

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E.B. Construction, Inc.
Address 1993 Moreland Parkway - Suite #103 - Annapolis, Md. 21401

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.
Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Credit Corp-P.O. Box 292-Racine, Wisconsin 52401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) New Case 590 Loader Backhoe
Serial #JYG0206073

Name and address of Assignee

J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

THIS IS A RETAIL SALES INSTALLMENT CONTRACT



CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#463600 CASE R02 T12:31
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Edward A. Brown (PRESIDENT)
(Signature of Debtor)

Type or Print Above Name on Above Line

Edward A. Brown
(Signature of Debtor)
E.B. Construction, Inc.
Type or Print Above Signature on Above Line

Anthony Wells
(Signature of Secured Party)
Anthony Wells
Suit & Wells Eq. Co., Inc.
Type or Print Above Signature on Above Line

1100

FINANCING STATEMENT Form UCC-1

Identifying F. No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 286508

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1321.50

If this statement is to be recorded in land records check here.

This financing statement Dated 1-29-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rick and Kim Adams

Address 526 Manor Rd. Glen Burnie MD 21061

2. SECURED PARTY Prepared by:

Name Chrysler First Financial Services Corp

Address 1460 RITCHIE HIGHWAY SUITE 205
Arnold, MD 21012

MAIL TO:

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) 48 months RECORD FEE 13.00 RECORD TAX 10.50 POSTAGE .50
- 4. This financing statement covers the following types (or items) of property: (list)

ONE INSULSASH SLIDER WINDOW

MARYLAND DEPT OF REGISTRY 06/01/92



MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:

(describe real estate)

526 Manor Rd Glen Burnie MD 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

"I hereby certify that this instrument was prepared under my supervision."

Richard Adams

(Signature of Debtor)

RICHARD ADAMS

Type or Print Above Name on Above Line

Kimberly Adams

(Signature of Debtor)

Kimberly Adams

Type or Print Above Signature on Above Line

J.J. Breig

J.J. Breig, Mgr

J. Bonincontri

(Signature of Secured Party)

J. Bonincontri

Type or Print Above Signature on Above Line

13.00
10.50
10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286509

Anne Arundel County, MD

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5/5/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NVHomes L.P., as Debtor and Debtor in Possession

Address 7601 Lewinsville Road, Suite 300, McLean, VA 22102

2. SECURED PARTY

Name Pittsburgh National Bank, as Administrative Agent

Address Fifth Avenue at Wood Street, Pittsburgh, PA 15265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) See attached Exhibit A

This financing statement is not subject to recordation tax. It is filed to perfect a security interest in inventory, general intangibles and accounts.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

NVHomes L.P.

By [Signature] (Signature of Debtor)

Dwight Schar, Chairman (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#463640 C489 R02 T12:38
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

B269354

1100



Exhibit A

DEBTOR:

NVHomes L.P.,
as Debtor and Debtor
in Possession
7601 Lewinsville Road
Suite 300
McLean, VA 22102

SECURED PARTY:

Pittsburgh National Bank,
as Administrative Agent
Fifth Avenue at Wood Street
Pittsburgh, PA 15265

All accounts, inventory, chattel paper, instruments, fixtures and general intangibles, and all other property or interests in property of the Debtor, whether now owned or existing or hereafter acquired or arising (but excluding the 1,000 shares of preferred stock of Ryan Financial Services, Inc. pledged to NVR Mortgage L.P.).

Simon T.
Inhouse, Inc.
P.O. Box 77132
W. Trenton, NJ 08623

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

Anne Arundel County, MD
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/5/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ryan Operations G.P., as Debtor and Debtor in Possession
Address 7601 Lewinsville Road, Suite 300, McLean, VA 22102

2. SECURED PARTY

Name Pittsburgh National Bank, as Administrative Agent
Address Fifth Avenue at Wood Street, Pittsburgh, PA 15265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
See attached Exhibit A

Name and address of Assignee

This financing statement is not subject to recordation tax. It is filed to perfect a security interest in inventory, general intangibles and accounts.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ryan Operations G.P.
By: Ryan Homes, Inc., General Partner

By: [Signature] (Signature of Debtor)

Dwight Schar, Chairman

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#463650 C489 R02 T12:39
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

B269354

1200
50

Exhibit A

DEBTOR:

Ryan Operations G.P.,
as Debtor and Debtor
in Possession
7601 Lewinsville Road
Suite 300
McLean, VA 22102

SECURED PARTY:

Pittsburgh National Bank,
as Administrative Agent
Fifth Avenue at Wood Street
Pittsburgh, PA 15265

All accounts, inventory, chattel paper, instruments, fixtures and general intangibles, and all other property or interests in property of the Debtor, whether now owned or existing or hereafter acquired or arising (but excluding the 1,000 shares of preferred stock of Ryan Financial Services, Inc. pledged to NVR Mortgage L.P.).

Return To:
Infosearch, Inc.
P.O. Box 77132
W. Trenton, NJ 08628

Lease

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) <i>J.W. Enterprises Joseph Pritchard 1415 Illinois Ave. Severn, MD 21144</i>	2. SECURED PARTY(IES) AND ADDRESS(ES) <i>Security Ford Tractor Inc. 3828 Washington Blvd. Baltimore, MD 21227</i>
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book 515 Page 381

3. This statement refers to original Financing Statement No. *268907* Dated: *08-04-87*

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00
 POSTAGE .50
 #863660 C489 R02 T12:40
 06/01/92
 MARY H. ROSE
 WA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with: *Anne Arundel Co.*

Dated: *May 13*, 19*92* By: *Security Ford Tractor, Inc*
(NAME OF SECURED PARTY)
B. Brooks - Agent

1000



PARTIES

Debtor name (last name first if individual) and mailing address:

DONALD L. CLOSE
33 PATUXENT ESTATES
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:

33 PATUXENT ESTATES
LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

KONA MH BROKERS & ASSOC., INC.
1602 JOHN ROSS LANE/PO BOX 540
CROWNSVILLE, MD 21032 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a. acquired after a change of name, identity or corporate structure of the Debtor.

b. as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.

e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

KONA MH BROKERS & ASSOC., INC.
Dianna [Signature] - Agent

STANDARD FORM - FORM UCC-1 (7-89)
 Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

286511

Filing No. (stamped by filing officer): **BOOK 581 PAGE 182**

Date, Time, Filing Office (stamped by filing officer):
 RECORD FEE 11.00
 POSTAGE .50
 #463670 C489 R02 T12:41
 06/01/92
 MARY M. ROSE 5
 AA CO. CIRCUIT COURT

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

Secretary of the Commonwealth.

Prothonotary of _____ County.

real estate records of _____ County.

Number of Additional Sheets (if any): **6**

Optional Special Identification (Max. 10 characters): **7**

8

COLLATERAL

Identify collateral by item and/or type:

1981 TIDWELL INDUSTRIES, INC. WOODBROOK
14 X 70 SERIAL# TWINGCS6942 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered. **9**

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

a. crops growing or to be grown on -

b. goods which are or are to become fixtures on -

c. minerals or the like (including oil and gas) as extracted on -

d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 DONALD L. CLOSE *Donald L. Close*

1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REGORER FROM
Registre, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN, 55303
 (612) 421-1713

1100

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 ~~XXXXXXXXXX~~ XXXXXXXX

1 Debtor(s) (Last Name First) and address(es)
International Motors of Annapolis, Inc.
211 West St.
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)
General Motors Acceptance Corporation
849 International Drive
Linthicum, Maryland 21090

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
4453680 0489 R02 T12:42
06/01/92
MARY H. ROSE
AA CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property:
Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, present and future accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

Not Subject to Recordation Tax.

ASSIGNEE OF SECURED PARTY

Name

Address

Check if covered: Proceeds are also covered Products of Collateral are also covered No. of additional Sheets presented:

International Motors of Annapolis, Inc.

By *[Signature]*
Signature(s) of Debtor(s)
Olaf Tom-Felde, President

[Stamp] General Motors Acceptance Corporation

By *[Signature]*
Signature(s) of Secured Party(ies)
John H. Grischow, Ass't. Treasurer

(1) FILING OFFICER COPY - ALPHABETICAL
GMAC UCC-1 1-90

1100
12



FINANCING STATEMENT FORM UCC-1

Identifying File No. 286513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOOPER, JIM DBA ALL-AMERICAN MUSIC

Address 1668 CHAIN HIGHWAY, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name THE PROVIDENT BANK

Address ONE EAST FOURTH ST, CINCINNATI, OH 45202

THE WURLITZER COMPANY, 422 WARDS CORNER RD, LOVELAND, OH 45140

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Debtor's inventory and equipment now or hereafter acquired from or manufactured by the Wurlitzer Company, including inventory and equipment acquired through trade-in or repossession, of every kind and description, including, but not limited to, any musical instruments, pianos (electronic and conventional), organs, benches, electronic music equipment, laboratories and related equipment and parts and any other products, all Debtor's accounts receivable and all proceeds of the foregoing inventory, equipment and accounts receivable.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jim Hooper (Signature of Debtor)

JIM HOOPER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



RECORD FEE 12.00

POSTAGE .50

#463690 C689 R02 T12:45

06/01/92

MARY H. ROSE AA CO. CIRCUIT COURT

William Fuller VP (Signature of Secured Party)

THE PROVIDENT BANK-THE WURLITZER COMPANY, ITS AGENT Type or Print Above Signature on Above Line

12.00

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated March 13, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee:

Name Georgina R. Mijares, M.D. (Fed ID # 52-1034155)
Address 7310 Ritchie Highway, Glen Burnie, MD. 21061

2. ~~SECURED PARTY~~ Lessor:

Name GE Capital Corporation (Acct # 5151284-001)
Address 4333 Edgewood Rd. N.E.
Cedar Rapids, IA 52404
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- CSM/AT 386 Computer System w/moniter
- 2- Versyss P4320/P4321 Printers
- 1- Versyss C321A Video Display Terminal
- 2- NEC m9600 Modems

Name and address of Assignee

This transaction is a lease and not intended as a secured transaction. Filing is only intended to make the lease a matter of public record.

Not subject to recordation tax.

Equipment lease does not create a security interest

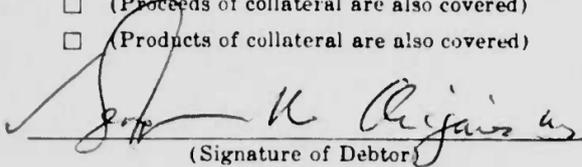
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

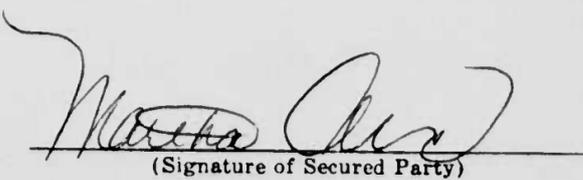
RECORD FEE 11.00
POSTAGE .50
#463700 CASE RO2 T12:46
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT


(Signature of Debtor)

Georgina R. Mijares, M.D.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Martha Auman, Documentation Manager
Type or Print Above Signature on Above Line

1100
5



FINANCING STATEMENT FORM UCC-1

Identifying File No. 286515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rosedale Cycle World, Inc.

Address 7930 Pulaski Hwy., Baltimore, MD 21237 (PLEASE SEE ATTACHED EXTENSION SHEET FOR ADDITIONAL NAMES/DBAS/ADDRESSES.)

2. SECURED PARTY

Name KAWASAKI MOTORS CORP., U.S.A.

Address P. O. BOX 25252 SANTA ANA, CA 92799-5252

ANNE ARUNDEL COUNTY

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Kawasaki land and marine vehicles including all Kawasaki motorcycles, all-terrain vehicles, watercraft and utility vehicles, generators, and all other Kawasaki trade name items, including related accessories and parts now owned or hereafter acquired wherever located, and all equipment leased from Kawasaki Motors Corp., U.S.A., wherever located.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#463710 0489 R02 T12:48
06/01/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(Signature of Debtor)

BERNARD O. JEFFERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

DEBI CARSTENSEN/KAWASAKI MOTORS CORP., U.S.A.
Type or Print Above Signature on Above Line

1100



EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENT

STATE OF MARYLAND TOTAL NUMBER OF SHEETS 2

STATEMENT OF IDENTITY CONTINUED

DEBTOR/DEALER:
ROSEDALE CYCLE WORLD, INC.
7930 PULASKI HWY.
BALTIMORE, MD 21237

SECURED PARTY:
KAWASAKI MOTORS CORP., U.S.A.
P. O. BOX 25252
SANTA ANA, CA 92799-5252

THIS FILING WILL BE INDEXED TO ALL ADDITIONAL DEBTOR/DEALER NAMES, DBAS, AND/OR ADDRESSES AS LISTED BELOW:

ADDITIONAL DEBTOR/DEALER: NAME(S):

ADDITIONAL DEBTOR/DEALER: DBA(S):

1. CYCLE WORLD

ADDITIONAL DEBTOR/DEALER: ADDRESS(ES):

1. 6027 RITCHIE HWY. BALTIMORE, MD 21225
2. 23 FONTANA LANE BALTIMORE, MD 21237



STATE OF MARYLAND

BOOK 581 PAGE 188

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 216517

RECORDED IN LIBER 383 FOLIO 403 ON 2-24-78 (DATE)

1. DEBTOR

Name Modern Electric, Inc.

Address 7221 Baltimore Annapolis Blvd. - Glen Burnie, Md. 21061

2. SECURED PARTY

Name Transamerica Commercial Finance Corp.

Address 5740 Executive Dr., P. O. Box 3296

Baltimore, Md. 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#463720 0489 RO2 T12:49</p> <p>06/01/92</p> <p>MARY M. ROSE</p> <p>AA CO. CIRCUIT COURT</p>	
		

Transamerica Commercial Finance Corp.

Dated 5-13-92

Mary C. Miller
(Signature of Secured Party)

Mary C. Miller
Type or Print Above Name on Above Line

10⁰⁰



286516

BOOK 581 PAGE 133

FINANCING STATEMENT

A9205032B

TO BE RECORDED AMONG
THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1.	NAME AND ADDRESS OF DEBTOR:	LOVELL REGENCY HOMES LIMITED PARTNERSHIP c/o Y. J. Lovell (America) Inc. 102 Old Solomons Island Road Annapolis, Maryland 21401
----	--------------------------------	--

2.	NAME AND ADDRESS OF SECURED PARTY:	Maryland National Bank 10 Light Street Baltimore, Maryland 21202 Mail Stop #021901 Attn: Real Estate Industries Group	FILE 11.00 SUBMIT 1.00 #401170 5288 101 111400 10/02/72
----	---------------------------------------	--	--

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and



agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Fifteenth Amendment to Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES ~~(AMERICA)~~ INC.,
GENERAL PARTNER

By: Roger B. Davis (SEAL)

Its Vice President

Filing Officer: After recordation, please return this Financing Statement to:

*Capitol Title
102 Old Solons
Jesse Rd
Annapolis Md.
21401*

~~Pamela M. Williams, Esquire
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202~~

EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot Numbered Twenty-nine (29) as shown on a Plat entitled, "Final Plat Section II, Lots 28-37 KINGSBROOK P.U.D. Henden Wood," which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 43, folio 101. The property being known as 5316 Henden Wood Lane.

CROSS-INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 555 Page No. 334
Identification No. 280789 Dated 5/03/90

1. Debtor(s) { Alvin R Wilkerson and Lois E Wilkerson
Name or Names—Print or Type
{ 510 Sudbury Rd Linthicum (AA Co) Md 21090
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
{ 6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 13.00

POSTAGE .50

4. Check Applicable Statement:

4488810 0603 R04 T12:43
06/02/92

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: April 14, 1992

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

15
-50

AA Co
13.50

To Be Recorded In:

- ___ Land Records of Anne Arundel County 286517
- X Financing Statement Records of Anne Arundel County
- ___ State Department of Assessments and Taxation

Subject to Recordation Tax:
Principal Amount is \$97,500.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: April 30, 1992

FINANCING STATEMENT

- | | | |
|--|---|---|
| 1. Debtor: | Address: | |
| TTR, INC. | 8375 Jumpers Hole Road
Suite 301
Millersville, Maryland 21108 | |
| 2. Secured Party: | Address: | RECORD FEE 13.00
POSTAGE .50
06/02/92 |
| FAIRVIEW FEDERAL SAVINGS &
LOAN ASSOCIATION | 9171 Baltimore National Pike
Ellicott City, Maryland 21043
Attn: Charles C. Holman,
Executive Vice President | 06/02/92 |

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT LOT OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 5, as shown on the plat entitled "Minor Subdivision, Round Bay City," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 143, folio 39.

TOGETHER WITH use in common with others of a "40 foot common use" roadway for ingress and egress.

ttrdesc.cwj (ws10)
R&E 102-749

CROSS -INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 506 Page No. 195
Identification No. 265236 Dated December 16 1986

1. Debtor(s) { Isiah Sample and Minnie L Sample
Name or Names—Print or Type
7893 Bastille Place Severn (AA Co) Md 21114
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50
RECORDED 1403 R06 112:43
06/02/92

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>



Dated: April 14, 1992

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

158

A.A Co
13.00

Exhibit A to Financing Statement between
LaSalle National Bank, as Secured Party, and
TPI of Illinois, Inc. and Terrific Promotions, Inc.
and Dollar Bill\$, as Debtor

Debtor's accounts, accounts collateral, chattel paper, documents, equipment, fixtures, goods, general intangibles, monies, instruments and inventory, and all of the personal property and interests of the Debtor, wheresoever located and whether now or hereafter owned, acquired, arising or existing, all products, rents, profits and proceeds of any of the foregoing (including, without limitation, all proceeds of insurance policies or letters of credit covering or related to any of the foregoing), and all writings, correspondence, books, files, invoices, bills of lading, purchase orders, computer files and programs, computer tapes and discs and cards, accounting records, data, information and other records relating to any of the foregoing.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Cintronix, Inc. 908 Commerce Rd. Annapolis, MD 21401	2. Secured Party(ies) and address(es) IBM CREDIT CORPORATION P.O. Box 105061 Atlanta, GA 30348-9990	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:
All of Debtor's right, title and interest in and to, whether now owned or hereafter acquired or existing, (a) all equipment and inventory, and all parts thereof, attachments and accessions thereto, products thereof and documents therefor; (b) all accounts, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind, and all rights in and to all contracts securing or otherwise relating to any of the same; and (c) all substitutions and replacements for all of the foregoing and all proceeds and insurance proceeds of all of the foregoing.

5. Assignee(s) of Secured Party and Address(es)	RECORD FEE	11.00
	SECURITY FEE	110.00
	POSTAGE	.00
	RECORDATION TAXES PAID	110.00

TOTAL AMOUNT OF INDEBTEDNESS IS \$25,000.00. RECORDATION TAXES PAID **MARK W. ROSE**
AT ANNE ARUNDEL COUNTY. **ANNE ARUNDEL COUNTY, MD**

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: _____

Filed with: **ANNE ARUNDEL COUNTY, MD**

Cintronix, Inc.
By: [Signature], President
Signature(s) of Debtor(s)

IBM CREDIT CORPORATION
By: [Signature] Contract Administrator
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 001-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274397 recorded in
Liber 531, Folio 462 on September 2, 1988 (Date).

1. DEBTOR(S):
Name(s) WOODBIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND, 21401

2. SECURED PARTY:
Name FARMERS FIRST BANK
Address 2 EAST MAIN STREET, LITITZ, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 3, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 3 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 3 below. (Signature of Debtor is required.)

7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 3 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

RECORDED FEE 10.00
POSTAGE .50
#1249 BLD
06/02/88
MARY H. ROSE

9. SIGNATURES.

.....
.....
.....
.....
.....
.....

FARMERS FIRST BANK
SECURED PARTY

BY: Elwood C. Hecker
Elwood C. Hecker, Vice President

.....
.....

DEBTOR(S) (Type, Name and Title)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

1530

Exhibit "A"
Legal Description

BEING KNOWN AND DESIGNATED as Lots Numbered Fifty-Nine (59) and Sixty (60) in Block Lettered "F" as shown on a Plat entitled, "Section 11, Plat 28, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 127, at Plat Number 9.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Sixty-Nine Revised (69R) in Block Lettered "F" as shown on a Plat entitled, "Administrative Lot Line Change -Resubdivision of Lots - Section 11, THE PROVINCES, Lots 66, 69 and 70", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 136, at Plat Number 2.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Fourteen Revised (14R) in Block Lettered "H-H" as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change - Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22 & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Eighty-One Revised (181R), Lot Numbered One Hundred Eighty-Two Revised (182R) and Lot Numbered One Hundred Eighty-Four Revised (184R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274399 recorded in
Liber 531, Folio 488 on September 2, 1988 (Date).

1. DEBTOR(S):
Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY:
Name FARMERS FIRST BANK
Address 9 EAST MAIN STREET LITITZ, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 2, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 2 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 2 below. (Signature of Debtor is required.)

7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 2 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

RECORD FEE 10.00
POSTAGE .50
#12680 0191 203 T10110
06/02/92

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY
BY: Elwood C Hecker MARY H. ROSE
Elwood C. Hecker, Vice President SA CO. CIRCUIT COURT
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 5 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

158

Exhibit "A"
Legal Description

BEING KNOWN AND DESIGNATED as Lots Numbered Fifty-Nine (59) and Sixty (60) in Block Lettered "F" as shown on a Plat entitled, "Section 11, Plat 28, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 127, at Plat Number 9.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Sixty-Nine Revised (69R) in Block Lettered "F" as shown on a Plat entitled, " Administrative Lot Line Change -Resubdivision of Lots - Section 11, THE PROVINCES, Lots 66, 69 and 70", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 136, at Plat Number 2.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Fourteen Revised (14R) in Block Lettered "H-H" as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change - Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22 & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Eighty-One Revised (181R), Lot Numbered One Hundred Eighty-Two Revised (182R) and Lot Numbered One Hundred Eighty-Four Revised (184R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

AFTER RECORDING MAIL TO
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904
FILE # 1269 BLD

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274398 recorded in
Liber 531, Folio 487 on September 2, 1988 (Date).

1. DEBTOR(S):

Name(s) WOODBIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND, 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK
Address 9 EAST MAIN STREET, LITETZ, PENNSYLVANIA, 17540

Person and Address to whom Statement is to be returned if different from above.

Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

RECORD FEE 10.00
POSTAGE .50
#12690 0191 003 710111
06/02/92

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY:

Elwood C. Hecker
Elwood C. Hecker, Vice President

MARY H. ROSE
AA CO. CIRCUIT COURT

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 8 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

1080

Exhibit "A"
Legal Decript:

BEING KNOWN AND DESIGNATED as Lots Numbered Fifty-Nine (59) and Sixty (60) in Block Lettered "F" as shown on a Plat entitled, "Section 11, Plat 28, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 127, at Plat Number 9.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Sixty-Nine Revised (69R) in Block Lettered "F" as shown on a Plat entitled, " Administrative Lot Line Change -Resubdivision of Lots - Section 11, THE PROVINCES, Lots 66, 69 and 70", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 136, at Plat Number 2.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Fourteen Revised (14R) in Block Lettered "H-H" as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change - Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22 & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Eighty-One Revised (181R), Lot Numbered One Hundred Eighty-Two Revised (182R) and Lot Numbered One Hundred Eighty-Four Revised (184R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

<input type="checkbox"/> TO BE	<input type="checkbox"/> RECORDED IN	<input type="checkbox"/> SUBJECT TO	<input type="checkbox"/> RECORDING TAX
<input checked="" type="checkbox"/> NOT TO BE	<input checked="" type="checkbox"/> LAND RECORDS	<input checked="" type="checkbox"/> NOT SUBJECT TO	<input checked="" type="checkbox"/> ON PRINCIPAL
			AMOUNT OF
			<u>\$ 80,000.00</u>

PURCHASE MONEY FINANCING STATEMENT
(SECURED PARTY IS THE SELLER OF THE ASSETS)

1. Debtor(s): Albert H. Batze, Sr., and Yong Cha Batze
 Name(s)
Store No. 1, 1 Nursery Place, N. Linthicum, MD 21090
 Address - Street City/County State ZIP

2. Secured Party(ies): Nursery Foods, Ltd.
 Name(s)
8019 Belair Road, Suite #4, Baltimore, MD 21236
 Address - Street City/County State ZIP

3. This Financing Statement covers the following types of property:

All assets now held and/or hereinafter acquired by Debtors including but not limited to all furniture, fixtures, equipment, inventory, appliances, utensils, accounts receivable and licenses issued to Debtors for the premises known as Store No. 1, 1 Nursery Place, N. Linthicum, Maryland 21090, and any extensions or renewals thereof.

4. If above described personal property is to be affixed to real property, describe real property. 12.00

Store No 1, 1 Nursery Place, N. Linthicum, MD 21090

POSTAGE .50
#402550 0263 KVI 110453

5. If collateral is crops, describe real estate. 02/03/92

6. Proceeds of collateral are are not covered. MORTG. R. R. R. R.

7. Products of collateral are are not covered. ~~RECORDING TAX~~

DEBTOR(S):

SECURED PARTY(IES):

Albert H. Batze Sr.
Albert H. Batze, Sr.

NURSERY FOODS, LTD.
By: Theodore J. Phillips
Theodore J. Phillips, President

Yong Cha Batze
Yong Cha Batze



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TO THE FILING OFFICER: After this Statement has been recorded please mail same to: Joseph L. Friedman, 210 W. 28th St., Balto., MD 21211

125 91

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 271506 recorded in Liber 522 Folio 429 on 2/1/88 at Clerk of Court, Anne Arundel County
Date Location

1. DEBTOR(S): K & K Trash Removal, Inc.
ADDRESS(ES): 768 Queenstown Road
Severn, Maryland 21144

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kelly L. Roussey
ADDRESS: MAILSTOP: 500291; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00
POSTAGE .50

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 02:43 RO1 T11:02
06/03/92

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. M. ROSE

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a. Not subject to Recordation Tax.
b. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)
BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank
BY: Beth S. Eames (SEAL)
Beth S. Eames, AVP
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV. 4/86

10-
S

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 242890 recorded in Liber 450, Folio 446 on 6/14/82 at Anne Arundel County

1. DEBTOR(S): K & K Trash Removal, Inc.
 ADDRESS(ES): 768 Queenstown Road
Severn, Maryland 21144

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Kelly L. Roussey
 ADDRESS: MAILSTOP: 500291; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
POSTAGE .50
RECORDED COPY FILED 06/15/82
H. ROSE
MD. DISTRICT COURT

DEBTOR(S): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank
BY Beth S. Eames (SEAL)

Beth S. Eames, AVP
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4-86

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PARTIES

Debtor name (last name first if individual) and mailing address:
CATHERINE A. SEGAL
LOT 293 WAYSONS CORNER
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:
LOT 293 WAYSONS CORNER
LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address:
 1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
VIRGINIA MOBILE HOMES, INC.
200 FRALEY BLVD
DUMFRIES VA 22026 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

VIRGINIA MOBILE HOMES, INC.
by R.C. Fournier V.P.

4

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **BOOK 581 PAGE 210** Date, Time, Filing Office (stamped by filing officer):
286521

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth.
 Prothonotary of _____ County.
 real estate records of _____ County.

6

Number of Additional Sheets (if any): 7
 Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1992 IMPERIAL HOMES, INC. TOP GUN
14 X 70 SERIAL# IHNC019200900 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

a. crops growing or to be grown on - **RECORD FEE 11.00**
 b. goods which are or are to become fixtures on - **#402550 0263 R01 11:08**
 c. minerals or the like (including oil and gas) as extracted on - **06603/92**
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead on -

the following real estate:
 Street Address: **MARY M. ROSE**
AA CO. CIRCUIT COURT
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
 1 **CATHERINE A. SEGAL** *Catherine A. Segal*

1a
 1b 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

12

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St. N.W., Washington, D.C. 20004

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
Maturity date (if any) None Liber 552 at folio 260
Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706

Name of Secured Party or assignee No. Street City State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

10.00
.50
#ATAP0 1403 R06 T14:00
06/03/92

Unit 105, Phase 1 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

_____ SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
(Corporate, Trade or Firm Name)
By: [Signature]
Signature of Secured Party or Assignee
Martin J. Miller, Jr., Senior Vice Presiden
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 105, Phase 1, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit, including the exclusive use of General Common Element P-3; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
 Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC. c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706				

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

RETURN TO:

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
 .50
 #872460 CA03 R08 T16703
 06/03/92

Unit 8, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

 SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
 (Corporate, Trade or Firm Name)

By: *Martin J. Miller, Jr.*
 Signature of Secured Party or Assignee

 Martin J. Miller, Jr., Senior Vice President

(Type or print name under signature) (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

Return to:
 WHEELER & KORPECK
 8601 Georgia Avenue
 Suite 700
 Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 8, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing	2/26/90	Record Reference	ID# 280093
Maturity date (if any)	None		Liber 552 at folio 260
Name(s) of Debtor(s) or assignor(s)	<u>No.</u>	<u>Street</u>	<u>City</u> <u>State</u>
(Last Name First)			
SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.			
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706			

Name of Secured Party or assignee	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Unit 7, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

_____	SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
_____	(Corporate, Trade or Firm Name)
_____	By: <i>[Signature]</i>
_____	Signature of Secured Party or Assignee
_____	Martin J. Miller, Jr., Senior VP
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 7, Phase 2, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
~~LIBRARY~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093

Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
<small>(Last Name First)</small>				

SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#472740 PA03 R06 T14:08
06/03/92

Unit 106, Phase 1 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

_____ SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
(Corporate, Trade or Firm Name)

By: Martin J. Miller, Jr.
Signature of Secured Party or Assignee

_____ Martin J. Miller, Jr., Senior Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 106, Phase 1, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit, including the exclusive use of General Common Element P-9; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

- TO BE RECORDED IN
~~LAND~~ RECORDS A.A.Co.
FINANCING

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing 2/26/90 Record Reference ID# 280093
Maturity date (if any) None Liber 552 at folio 260

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
<small>(Last Name First)</small>				

SHC HARBOUR GATES, INC. and STANLEY HALLE COMMUNITIES, INC.
c/o Stanley S. Halle, 9500 Annapolis Road, A-5, Lanham, Maryland 20706

Name of Secured Party or assignee	No.	Street	City	State
SECOND NATIONAL FEDERAL SAVINGS BANK, P.O. Box 2558, Salisbury, Maryland 21801				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#41720 0403 R06 114:07
06/03/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Unit 206, Phase 2 in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM"
more particularly described on Schedule "A" attached hereto and made a
part hereof.

Debtor(s) or assignor(s)

_____	SECOND NATIONAL FEDERAL SAVINGS BANK (Seal)
_____	(Corporate, Trade or Firm Name)
_____	By: <i>[Signature]</i>
_____	Signature of Secured Party or Assignee
_____	Martin J. Miller, Jr., Senior VP
_____	(Owner, Partner or Officer and Title)
(Type or print name under signature)	(Signatures must be in ink)

Return to:
WHEELER & KORPECK
8601 Georgia Avenue
Suite 700
Silver Spring, Maryland 20910

SCHEDULE "A"

Unit 206, Phase 1, in "ADMIRAL'S REACH AT HARBOUR GATES CONDOMINIUM" per Declaration of SHC Harbour Gates, Inc., a Maryland corporation, dated April 9, 1991 and recorded among the Land Records of Anne Arundel County, Maryland on May 14, 1991 in Liber 5313 at folio 733, as corrected by Correction to Declaration of Condominium dated May 22, 1991 and recorded in Liber 5320 at folio 262, and modified by First Expansion to Declaration dated March 11, 1992 and recorded in Liber 5553 at folio 895, pursuant to the appropriate plats described in said Declaration recorded among said Land Records in Condominium Plat Book 52, Folios 35 through 40, Plats Nos. E2785 through E2790, both inclusive, and in Condominium Plat Book 57, Folios 16 through 21, Plats Nos. 3016 through 3021, both inclusive.

TOGETHER with the improvements thereto and the rights and appurtenants thereto belonging or appertaining, and particularly the rights in common with others, in the general and limited common elements of the aforesaid Condominium, and all other rights and privileges of a Condominium Unit, including the exclusive use of General Common Element P-11; SUBJECT to the conditions, limitations, reservations and covenants set forth in the aforesaid Declaration, as corrected and modified.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Hayward Baker, Inc.
1875 Mayfield Road
Odenton, MD 21113

2. Secured Party(ies) and address(es)
National Ventures, Inc.
7708 Wagner Road
Edmonton, Alberta T6E 5B2
Canada

For Filing Officer (Date, Time, Number, and Filing Office)
MUSTAGE .00
MAY 1978
05/03/78
HALL ST. ROOM
AN CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
See Schedule A attached hereto. BOOK 581 PAGE 221
286522

5. Assignee(s) of Secured Party and Address(es)

14247.11

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented: 7

Filed with: Anne Arundel County Clerk
of the Circuit Court,
Maryland

Hayward Baker, Inc.
By: *Richard N. York*
Signature(s) of Debtor(s)

33

National Ventures, Inc.
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

DEBTOR: Hayward Baker, Inc.
 SECURED PARTY: National Ventures, Inc.

Schedule A
 to UCC-1 Financing Statement

The collateral is all of the following (the "Collateral"):

1. All equipment and inventory described below in Parts A through E, inclusive:

PART A

EQUIPMENT

<u>DESCRIPTION</u>	<u>NUMBER</u>
#2 Vibroflot - 30 HP	1
#3 Vibroflot - 30 HP	1
#15 Vibroflot - 30 HP	1
#32 Vibroflot - 100 HP V/11	1
#33 Vibroflot - 100 HP V/11	1
#35 Vibroflot - 100 HP V/11	1
#38 Vibroflot - 100 HP V/11	1
#46 Vibroflot - 100 HP V/11	1
#47 Vibroflot - 100 HP V/11	1
#49 Vibroflot - 100 HP V/11	1
#53 Vibroflot - 100 HP V/11	1
#67 Vibroflot - 100 HP V/15	1
Size 4 Panels	0
V11/15 Lifting Head	1
V11/15 F/U Tubes 15'	0
V11/15 F/U Tubes 25'	3
#213 Water Pump	1
#217 Water Pump	1
#219 Water Pump	1
#222 Water Pump	1
#223 Water Pump	1
#228 Water Pump	1
#230 Water Pump	1
#241 Water Pump	1
#111 150 KW Generator	1
#305 150 KW Generator	1
#306 150 KW Generator	1
#309 150 KW Generator	1
#14 Vibroflot V23	1
#15 Vibroflot V23	1
#24 Vibroflot V23	1
Size 5 Panel	2
V23 Lifting Head (Single)	2
V23 Lifting Head (Double)	2
V23 F.U.T. 3 Meter	1
V23 F.U.T. 6 Meter	2

DEBTOR: Hayward Baker, Inc.
SECURED PARTY: National Ventures, Inc.

BOOK 581 PAGE 222

In addition to equipment and spare parts pertaining to 30 HP vibroflots, V11/15 and V23 vibroflots identified separately, the following additional equipment, generally described, is included:

Pettibone crane, Hyster forklift, stake body truck, half ton truck, general spare parts, tools and miscellaneous workshop equipment, filing cabinets and contents.

A-2

DEBTOR: Hayward Baker, Inc.
SECURED PARTY: National Ventures, Inc.

BOOK 581 PAGE 223

SPARE PARTS

<u>DESCRIPTION</u>	<u>NUMBER</u>
<u>For V-23</u>	
Stator Winding	2
Rotor	1
Stems	1
Motor Cap	2
Star Coupling	10
Top Rubber	7
Middle Rubber	2
Bottom Rubber	3
Oil Pump	5
Used Can Assembly	1
Body Adaptor	1
Rebuilt Nose	1
Complete Set Moulds for Rubbers	1
<u>For V11-15</u>	
Connecting Rod	3
Upper Wear Plate	5
Connector	4
Lower Wear Plate	4
Yoke Nut	1
Yoke	1
Used Yoke	3
Round Nut	4
Sheave	1
Motor Gland	3
Springs (Set)	1
Falk Grommet	1
Falk Bolt	1
Motor Seal (63-2118)	1
Motor Seal (63-1819)	1
Ecc. Shaft Seal	1
Motor Speed Sleeve	1
Ecc. Lock Ring	2

DEBTOR: Hayward Baker, Inc.
SECURED PARTY: National Ventures, Inc.

BOOK 581 PAGE 224

PART B

EQUIPMENT

<u>DESCRIPTION</u>	<u>NUMBER</u>
#36 Vibroflot 100HP V/11	1
#41 Vibroflot 100HP V/11	1
#43 Vibroflot 100HP V/11	1
#48 Vibroflot 100HP V/11	1
#56 Vibroflot 100HP V/15	1
#57 Vibroflot 100HP V/11	1
Size 4 Panels	2
V11/15 Lifting Head	2
V11/15 F/U Tubes 10'	4
V11/15 F/U Tubes 15'	1
#214 Water Pump	1
#218 Water Pump	1
#220 Water Pump	1
#221 Water Pump	1
#224 Water Pump	1
#240 Water Pump	1
#244 Water Pump	1
#114 135 KW Generator	1
#304 150 KW Generator	1

In addition to equipment and spare parts pertaining to 30 HP vibroflots, V11/15 and V23 vibroflots identified separately, the following additional equipment, generally described, is included:

Pettibone crane, half ton truck, general spare parts, tools and miscellaneous workshop equipment.

DEBTOR: Hayward Baker, Inc.
SECURED PARTY: National Ventures, Inc.

BOOK 581 PAGE 225

PART C

EQUIPMENT

<u>DESCRIPTION</u>	<u>NUMBER</u>
#42 Vibroflot 100HP V/11	1
#52 Vibroflot 100HP V/11	1
Size 4 Panels	1
V11/15 Lifting Head	1
V11/15 F/U Tubes 15'	1

DEBTOR: Hayward Baker, Inc.
SECURED PARTY: National Ventures, Inc.

BOOK 581 PAGE 226

PART D

OFFICE EQUIPMENT

General office furniture, filing cabinets, and contents,
blueprint reproducer and plan cabinet.

MISCELLANEOUS

Telephone Number - Pittsburgh, Pennsylvania	(412) 824-9350
Telephone Number - Miami, Florida	(305) 446-5527
Telephone Number - Atlasburg, Pennsylvania	(412) 947-4737
Telephone Number - Bellingham, Washington	(206) 671-1988
Telephone Number - Toll Free	(800) 922-0104
Client Lists	
Project or Job Lists	
Bid Schedules	
Technical Papers	
Drawings of every description	

DEBTOR: Hayward Baker, Inc.
SECURED PARTY: National Ventures, Inc.

BOOK 581 PAGE 227

PART E
EQUIPMENT

<u>DESCRIPTION</u>	<u>NUMBER</u>
#71 Vibroflot 100HP V/15	1
#72 Vibroflot 100HP V/15	1
Size 4 Panels	3
V11/15 Lifting Head	3
V11/15 F/U Tubes 10'	1
#231 Water Pump	1
#112 135 KW Generator	1
#113 135 KW Generator	1
#303 125 KW Generator	1

2. All proceeds derived directly from any transfer of ownership, sale of the Collateral, or that indemnify or compensate for Collateral destroyed or damaged; and
3. The Trade Mark "Vibroflotation" under the laws of the United States of America and the Trade Name "Vibroflotation" in the United States and Australia, and any and all registrations thereof.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated March 31, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald G. Ploss and Sheryl K. Swidensky

Address 5635 Old Ridge Path Lane, Lothian, Maryland 20711

2. SECURED PARTY

Name David J. Temple

Address 335 Derbyshire Lane, Riva, Maryland 21140

Sanford D. Schreiber, Suite 1200, 20 S. Charles St., Baltimore, MD
Person And Address To Whom Statement Is To Be Returned If Different From Above. 21201

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtor's right, title and interest in PS Properties (formerly PT Properties and PTD Properties), a Maryland general partnership.

RECORD FEE 31.00
POSTAGE .50
#466420 CASE # R02 714735
06/03/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Donald G. Ploss
(Signature of Debtor)

Donald G. Ploss
Type or Print Above Name on Above Line
Sheryl K. Swidensky by
Donald Ploss / POA 3-18-92
(Signature of Debtor)

Sheryl K. Swidensky
Type or Print Above Signature on Above Line

David J. Temple
(Signature of Secured Party)

David J. Temple
Type or Print Above Signature on Above Line

31/56

ATTACHMENT TO FINANCING STATEMENT

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, SHERYL K. SWIDENSKY, of Anne Arundel County, Maryland, do hereby constitute and appoint DONALD G. PLOSS, to be my agent and attorney, for me, in my name, place and stead and on my behalf to act in any way in which I myself could act, if I were personally present, in the following connections:

1. To attest to all business transactions of whatsoever character or description in which I have had, now have, or may hereafter have any interests or rights of whatsoever nature, whether individually, jointly with others, as a partner, as a fiduciary, or otherwise.
2. To withdraw from any banks or other financial institutions in which I have or may hereafter have any deposits, any or all monies so deposited in my name and/or in my name jointly with others; to close any accounts in any banks or other financial institutions now or hereafter standing in my name and/or in my name jointly with others; to open accounts in banks or other financial institutions in my name or jointly with others, and to close the same and to withdraw all monies which may be deposited therein to my account, to enter any safe deposit box and to remove any contents therefrom.
3. To sell, lease for any period of time (including leases for ninety-nine years renewable forever), grant options on, borrow on, hypothecate, mortgage, subordinate, exchange and/or convey

property or investments which I now have or which I may hereafter acquire, whether real or personal and wheresoever situate.

4. To buy assets of every kind and description, whether real, personal or mixed, for cash or on credit, and to execute any and all security devices, mortgages, deeds of trust and all other instruments in writing securing any unpaid purchase price thereof.

5. To vote stock, sign proxies, exercise rights, warrants and options pertaining to stock and securities, and to execute, amend and terminate Voting Trust Agreements.

6. To purchase stocks, bonds, and securities on my behalf; to enter into margin transactions; to borrow money to purchase securities; to write checks on my accounts; and, to sign and enter into agreements on my behalf.

7. To use all means and process in the law, for the full and effectual execution of the business herein described; and in my name, to make and execute due releases, acquittances and discharges, and in and about the premises, to appear for and represent me before and to appeal from any adverse decision of any governor, judge, justice, officer and minister of the law whatsoever, in any court of judicature, Law Court, Equity Court, People's Court, Surrogate, Probate or Orphans' Court, Bureau, Commission, Board and other legal Authority and there on my behalf, to institute, answer and defend and reply unto all actions, causes, matters and things whatsoever relating to the

premises, to submit any matter in dispute respecting the premises to arbitration or otherwise; to compromise and settle any and all claims by or against me.

8. To sign and swear to, in my name and on my behalf, all Federal, State and Local Income and Gift Tax Returns and reports and any other Returns and reports required by any governmental agency, department or body with respect to any tax year between the years 1980 and 2030; to appear for me and represent me before any office of the Internal Revenue Service, before The United States Treasury Department and before any State or Local Tax Department in connection with any matter involving Federal, State, or Local taxes in which I am or may hereafter become a party, giving my said attorney full power whatsoever requisite and necessary to be done in the premises, including the right to appeal, regardless of how long heretofore or hereafter any such matter may arise. All communications addressed to the undersigned regarding any such tax matters may be addressed to my said attorney at any address which either may furnish.

9. To execute waivers of restrictions on assessments or collections of deficiencies in tax; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements in respect of any tax liability or other specific matters; and to execute protests to determinations of taxes.

10. Sign any and all documents with regard to the transactions between and among David J. Temple, Rebecca Temple, R Lumber Center, Inc., PT Properties, and Maryland National Bank, including but not limited to Agreements of Sale and Purchase, Personal Guarantees, Promissory Notes, Mortgages, Indemnity Deeds of Trusts, and Deeds of Trust.
11. To make and substitute and appoint for any of the purposes aforesaid, one or more agents or attorneys, and the same again at pleasure to revoke.
12. Generally to say, act, transact, determine, accomplish and finish all matters and things whatsoever relating to my affairs and to execute all instruments in writing that may be necessary or convenient for that purpose as fully, amply and effectually, to all intents and purposes, as I, if present, ought or might personally do, although the matter should require more special authority than is hereby conferred; and I hereby ratify and confirm all and whatsoever the said agent or attorney or his substitute shall lawfully do or cause to be done in and about the premises, by virtue of these presents.
13. The foregoing enumeration of matters and things in connection with which I am empowering my agent and attorney to act shall not be interpreted as restricting said agent and attorney those matter and things, but it is my intention to give my agent and attorney the fullest possible powers I am capable of granting to him so that my affairs may be attended to in the same

manner by my agent and attorney as if I were personally present and acting in my own behalf.

14. Any act or thing lawfully done hereunder by my said attorney shall be binding on myself, and my heirs, legal and personal representatives, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney.

15. I hereby authorize the use of a photocopy of this general Power of Attorney, in lieu of the original copy executed by me, for the purpose of effectuating the terms and provisions hereof. Furthermore, I hereby revoke, annul and cancel any and all general powers of attorney previously executed by me, if any, and the same shall be of no further force or effect.

16. I request that no guardianship proceeding for my property be instituted in the event of my disability, it being my intention that this durable Power of Attorney shall permit my Attorney-in-Fact to act on my behalf. In the event that it becomes necessary for any Court to appoint a Guardian for my property, I direct that DONALD G. PLOSS, shall serve as such guardian. Any guardian who at any time shall be appointed by any Court shall be excused from the necessity of giving bond.

17. This Power of Attorney shall not be affected by my mental and/or physical disability.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
18th day of March, 1992.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Celia L. Timmick

Sheryl K. Swidensky
SHERYL K. SWIDENSKY

STATE OF MARYLAND
COUNTY OF Anne Arundel
TO WIT:

On this 18th day of March, 1992 before me, a Notary Public, the undersigned officer, personally appeared SHERYL K. SWIDENSKY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument and in my presence signed and sealed the same, and acknowledged that she executed the same for the purposes therein contained and acknowledged the same to be her act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Celia L. Timmick
Notary Public
MY COMMISSION EXPIRES: 1/24/94



C:\POFA\SWIDENSKY.FIN

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME Zolman Systems, Inc.		FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 335 Dorchester Rd.		1D. CITY, STATE Pasadena, MD		1E. ZIP CODE 21122	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY Texas Commerce Bank National Association					
3A. MAILING ADDRESS P.O. Box 2558		3B. CITY, STATE Houston, Texas		3C. ZIP CODE 77252-2558	
4. ASSIGNEE OF SECURED PARTY (IF ANY)					
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE	

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)

Debtor hereby grants to Secured Party a security interest in all goods, equipment, machinery, furnishings, fixtures, furniture, appliances, accessories, leasehold improvements, chattels and other articles of personal property of whatever nature now owned by Debtor or hereinafter acquired, all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing (hereinafter collectively called "the Collateral") and all proceeds of the Collateral.

See Exhibits "A" & "B".

Loan Amt. = \$825,000.00



6. CHECK ONLY IF APPLICABLE	6A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	6B. <input checked="" type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED <u>2</u>
7. CHECK APPROPRIATE BOX	7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM:		<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
8. SIGNATURE(S) OF DEBTOR(S)	x <i>George R. Zolman</i> George R. Zolman - President		THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER) RECORD FEE 13.00 RECORD TAX 5775.00 POSTAGE .50 #466430 C489 R02 T14:35 06/03/92 MARY M. ROSE AA CO. CIRCUIT COURT
SIGNATURE(S) OF SECURED PARTY(IES)	<i>Am 9/92</i> TEXAS COMMERCE BANK NATIONAL ASSOCIATION		
9. Return copy to:	NAME Texas Commerce Bank N A ADDRESS P. O. Box 2558 CITY Houston, TX 77252-2558 STATE ATT: Loan Documentation 4TCBE 69 ZIP E Marsh		

1300
5775.00

PREMISES

=====

McDonald's

Store No.

=====

1504

Store Address

=====

7425 Ritchie Hwy
GLEN BURNIE, MD

Legal Description

=====

See Attached
Exhibit "B"



*Notwithstanding the above, the demised premises is subject to such rights (prescription or otherwise) as Luskins Department store may have in and to an area two (2) feet in width and paralleling the common property line of McDonald's & Luskins, 272.85 feet in length.

BOOK 581 PAGE 237

BEGINNING for the same at a pipe now set on the east side of Governor Ritchie Highway, 150 feet wide, as laid out and shown on Maryland State Roads Commission Right-of-Way Plat No. 2776, at a point distant South 07 degrees 13 minutes West 170.00 feet and South 04 degrees 26 minutes West 100.32 feet measured along said east side of Governor Ritchie Highway from the corner formed by the intersection of said east side of Governor Ritchie Highway with the south side of New Jersey Avenue, said place of beginning also being at the beginning of the land which by deed dated March 29, 1966 and recorded among the Land Records of Anne Arundel County in Liber. L.N.P. No. 1959 folio 343 was conveyed by David J. Gitomer and wife, et al, to Trew Motor Co., thence leaving said place of beginning and running and binding on the east side of Governor Ritchie Highway and on the 1st line of said deed, as now surveyed, (1) by a curve to the left in a southerly direction with a radius of 2789.79 for a distance of 150.00 feet, the arc of which is subtended by a chord bearing South 01 degree 44 minutes 38 seconds West 149.97 feet to a cross now set on the concrete curb there situate, thence leaving Governor Ritchie Highway and running and binding on the 2nd line of said deed (2) South 81 degrees 21 minutes East 285.91 feet to a cross cut now set on the west side of Harford Avenue, 60 feet wide, thence running and binding on the west side of Harford Avenue and on the 3rd line of the aforementioned deed (3) North 03 degrees 19 minutes West 150.00 feet to a pipe now set, thence leaving said west side of Harford Avenue and running and binding on the 4th or last line of said deed (4) North 80 degrees 54 minutes West 272.85 feet to the place of beginning.

Containing 0.947 acres of land, more or less.

Being the same land which by deed dated March 29, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1959 folio 343 was conveyed by Subject to the following easements:

Subject to a storm drainage easement heretofore conveyed to the County Commissioners of Anne Arundel County, and subject also to a 10 foot sanitary sewer right-of-way heretofore granted to the Anne Arundel County Sanitary Commission.

Subject also to easement areas shown on State Roads Commission of Maryland Plat No. 2776.*

~~Subject also to the easements of the Luskins Department Store, as shown on the plat of the same, and recorded in the Land Records of Anne Arundel County in Liber L.N.P. No. 1959 folio 343.~~

John J. [Signature]

STATE OF MARYLAND

286525

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22,390.00

If this statement is to be recorded in land records check here.

This financing statement Dated February 5, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Spectrum Computer Services, Inc.
Address 795 Aquahart Road Suite 225 Glen Burnie, MD 21122

2. SECURED PARTY

Name Baystate Leasing Associates II, Inc.
Address 400-1 Totten Pond Road Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)
 - (1) L230P Imagesetter
 - (1) L200 Take-Up Cassette

RECORDED FEE 11.00
 RECORD TAX 157.50
 POSTAGE .50
 4446440 CAS9 R02 T14136
 06/03/92
 MARY H. ROSE
 MD CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Spectrum Computer Services, Inc.

Don L. Barker
(Signature of Debtor)

Don L. Barker, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baystate Leasing Associates II, Inc.

Christine M. Parsons
(Signature of Secured Party)

Christine M. Parsons

Type or Print Above Signature on Above Line

11 00
157 50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 8415440001

1 Debtor(s) (Last Name First) and Address(es)
Parts Service Warehouse
East, Inc.
601 Hammonds Ferry Rd.
Linthicum, Maryland 21090

2 Secured Party(ies) and Address(es)
Huntington National Bank
917 Euclid Ave.
Cleveland, Ohio 44115
ATT. Comm. Loan Ops. CM15
Bob Stover

3 For Filing Officer
(Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
4466350 0489 R02 TL4:37
06/03/92
MARY H. ROSE
30 CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property:

ALL DEBTOR'S INVENTORY AND RECEIVABLES AS DESCRIBED IN THE ATTACHED EXHIBIT

Check if covered: Products of Collateral are also covered No. of additional sheets presented: 1

Filed with: Recorder of Anne Arundel County

Parts Service Warehouse East, Inc. Huntington National Bank

By: Brett W. Clemens Signature(s) of Debtor(s) By: Robert W. Stover, AVP Signature(s) of Secured Party(ies)

Filing Office Copy-Alphabetical This form of financing statement is approved by the Secretary of State. Revised 8/79
STANDARD FORM — UNIFORM COMMERCIAL CODE — OBA UCC-2

11/23



EXHIBIT
INVENTORY AND RECEIVABLES

All of Debtor's inventory including, but not limited to, parts, supplies, raw materials, work in process, finished goods, materials used or consumed in Debtor's business, repossessed and returned goods (hereinafter the "Inventory"), and all of Debtor's accounts, accounts receivable, contract rights, chattel paper, general intangibles, income tax refunds, instruments, negotiable documents, notes, drafts, acceptances and other forms of obligations and receivables arising from or in connection with the operation of Debtor's business including, but not limited to, those arising from or in connection with Debtor's sale, lease or other disposition of the Inventory (hereinafter the "Receivables"), whether Debtor's interest in the Inventory and Receivables as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all replacement and repair parts therefor, all negotiable documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Inventory and Receivables by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

Some or all of the Inventory and Receivables may be more fully described in a schedule attached hereto.

DEBTOR*: Parts Service Warehouse East, Inc.

BY: Brett Clemens
Brett W. Clemens, President

*(If corporation, have signed by authorized officer and state official title. If owner or partner, state which.)

WE HAVE ENCLOSED TWO ORIGINAL
UCC EXHIBITS. PLEASE STAMP BOTH
EXHIBITS, AND RETURN ONE ALONG
WITH THE FILED UCC FOR OUR RECORDS.

THANK YOU
HUNTINGTON NATIONAL BANK-CLEVELAND
CM15

PARTIES 5-26-92

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT - Please read instructions on
reverse side of page 4 before completing

Debtor name (last name first if individual) and mailing address:
LAUREL AUTO BODY, INC.
3361 FT. MEADE ROAD
LAUREL, MD 20724

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer)

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

286527 BOOK 581 PAGE 241

Debtor name (last name first if individual) and mailing address:

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Notary Public ANNE ARUNDEL County.
- real estate Records of _____ County.

Debtor name (last name first if individual) and mailing address:

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): LEASE No. 0-42782-0

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

COPELCO LEASING CORPORATION
1700 SUCKLE PLAZA
PENNSAUKEN, NEW JERSEY 08110

COLLATERAL

Identify collateral by item and/or type:
SEE SCHEDULE "A" ATTACHED HERETO AND FORMING A PART
HEREOF

VENDOR: AUTO SUCCESS

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

(check only if desired) Products of the collateral are also covered. RECORD FEE 11.009

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))

- a. crops growing or to be grown on —
- b. goods which are or are to become fixture on —
- c. minerals or the like (including oil and gas) as extracted on —
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

the following real estate:

Street Address:
Describe at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania—
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):
(required only if box(es) is checked above):

DEBTOR SIGNATURE(S)

Debtor Signature(s): LAUREL AUTO BODY, INC.

Wallace H. Lowe Jr. pres
(NAME/TITLE) WALLACE H. LOWE JR., PRESIDENT

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

W
COPELCO LEASING CORPORATION
1700 SUCKLE PLAZA
PENNSAUKEN, NEW JERSEY 08110

SCHEDULE "A" TO UCC 1 FINANCING STATEMENT

DEBTOR
 LAUREL AUTO BODY, INC.
 3361 FT. MEADE ROAD
 LAUREL, MD 20724

SECURED PARTY
 Copelco Leasing Corporation
 One MediQ Plaza
 Pennsauken, NJ 08110

Equipment Description:

- 1 SAMSUNG 486/33MHZ, 4MB RAM, 1.2MB FLOPPY DR.
- 1 1.44MB FLOPPY DR., MONO. ADAPTER, 101 ENHANCED KB
- 1 IDE 300MB HARDDRIVE, SAMSUNG 12" MONO MONITOR
- 1 TAIRA 16 BIT ARCNET CARD
- 4 SAMSUNG SD700 386/16MHZ, 2MB RAM, 1.4 FLOPPY DRIVE
- 4 VGA ADAPTER, 101 ENHANCED, TAIRA 8BIT ARCNET CARD
- 2 SAMSUNG VGA MONITOR, SAMSUNG 24" MONO PAPER WHITE
- 1 NOVELL V2.2 NETWARE S/W5-USER, ACTIVE HUB 8-USER
- 1 CO-AX CABLE W/BNC CONN 150FT
- 2 HEWLETT PACKARD INKJET 500 PRINTER
- 1 NEC CD ROM DISK DRIVE & CARD, KB BARCODE READER
- 1 MAP ASSIST, 2 EPSON EMULATION, LABOR & INSTAL.

NETWARE

A



FINANCING STATEMENT

- To be recorded among the Land Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the principal amount of \$90,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.
- Not subject to recordation tax.

RECORD FEE 12.00
 POSTAGE 50
 #167210 0489 402 7 0118
 04/14/92

DEBTOR: ADDRESS:

EDGAR N. PAUL
AND
JEANNIE E. PAUL

584-C Bellerive Drive
Annapolis, Maryland 21401

SECURED PARTY: ADDRESS:

THE ANNAPOLIS BANKING
AND TRUST COMPANY

P. O. Box 311
Annapolis, Maryland 21404

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404
(410) 263-8855

1800

AP0004. 188



(hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Purchase Money Deed of Trust dated June _____, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Randall M. Robey and William A. Busik, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of

LAW OFFICES
 SNIDER, BUCK &
 MIGDAL
 CHARTERED
 P.O. BOX 2400
 ANNAPOLIS, MD 21404

(410) 263-8855

 Borrower's Initials



SFC:mlh 05/27/92 12:13pm
To be used for loans secured by real property

A:SFC207.29

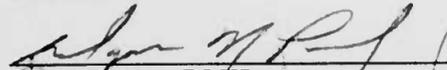
Trust), to receive and collect all payments due under any contract of sale.

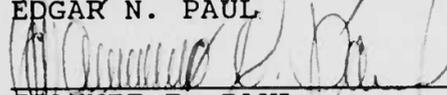
(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

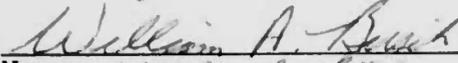
This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:


EDGAR N. PAUL

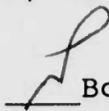

JEANNIE E. PAUL

THE ANNAPOLIS BANKING AND TRUST COMPANY

By:  (SEAL)

Name: WILLIAM A. BUSIK
Title: SENIOR VICE PRESIDENT

Mr. Clerk: Please return to: Snider, Buck & Migdal P. O. Box 2400 Annapolis, Md. 21401

 Borrower's Initials

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855



EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Unit 584-C, of a Horizontal Property Regime known as COLLEGE PARKWAY PLACE OFFICE CENTER, a condominium, as the same is established by Condominium Declaration and By-Laws dated November 12, 1987 and recorded on November 19, 1987 in Liber 4499, folio 672, and as shown on the Plat(s) of Condominium recorded in Condominium Plat Book 36, pages 34 through 36, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided 5% interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County was granted and conveyed unto the within Grantors by CPOC Limited Partnership.

LAW OFFICES
SNIDER, BUCK &
MIGDAL
CHARTERED
P.O. BOX 2400
ANNAPOLIS, MD 21404

(410) 263-8855

Mail to _____

After Recording Please Return To:
SNIDER, BUCK & MIGDAL, CHARTERED
P. O. Box 2400
Annapolis, Maryland 21404

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 279948

RECORDED IN LIBER 551 FOLIO 494 ON 2-8-90 (DATE)

1. DEBTOR: Name North Arundel Hospital Services, Inc.

Address 7649 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY: Name Citizens Bank of Maryland

Address 14401 Sweitzer Lane, Laurel, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

All accounts receivable presently owned or hereafter acquired

RECORD FEE 10.00
POSTAGE .50
M457320 0409 102 112102
08/04/92
MARY L. ROSE
AA CO. CIRCUIT COURT

3. Assignee of Secured Party(ies) from which security information obtainable:

Name _____

Address _____

Citizens Bank of Maryland

Dated 4-22-92

By: Thomas J. Huber, Jr.
(Signature of Secured Party)

Thomas J. Huber, Jr., V.P.
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286529

Name ALAN R. GNAU
Address 1128 CARLS WHARF RD, MAYO MD 21106

2. SECURED PARTY

Name OUTDOOR POWER
Address 436 CHINQUAPIN ROUND RD
ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW KUBOTA BISSOHSD TRACTOR
62103
1 NEW KUBOTA R660B MOWER
30848

Name and address of Assignee of Debtor's Interest
KUBOTA CREDIT CORPORATION, USA
1025 Northbrook Parkway, SUWANE 30174
Suwanee, Georgia 30174

FILED IN COURT
OFFICE OF CLERK OF COURT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

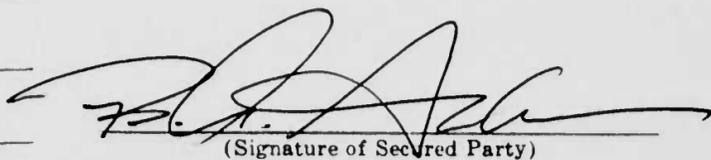
11/10/85


(Signature of Debtor)

ALAN R. GNAU
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

OUTDOOR POWER
Type or Print Above Signature on Above Line



STATE OF MARYLAND

286530

FINANCING STATEMENT Form UCC-1 Identifying File No.
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1580.00

If this statement is to be recorded in land records check here.

This financing statement Dated 3/21/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code



1. DEBTOR

Name SOPHIA KOIVULA

Address 1147 CLAIRE Rd CROWNVILLE MD 21032

2. SECURED PARTY Prepared by:

Name Chrysler First Financial Service

MAIL TO:

Address 1460 Ritchie Hwy STE 205

Arnold MD 21012

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 36 MONTHS

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

Three Replacement Thermal system AC Line
DOUBLE HUNG

RECORD TAX 14.00

POSTAGE .50

#404430 0263 R01 T11:55

06/04/92

CHECK THE LINES WHICH APPLY

MARY M. ROSE

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) U. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1147 CLAIRE Rd CROWNVILLE MD 21032

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SOPHIA KOIVULA
(Signature of Debtor)

3/24/92
(Date)

Sophia Koivula
Type or Print Above Name on Above Line

(Signature of Secured Party)

Chrysler First Financial Service
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1460 Ritchie Hwy, Ste 205, Arnold, MD 21012
(Address)

"I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY SUPERVISION."

[Signature]
A.J. Breig, Mgr

14
SU

BOOK 581 PAGE 250

286531

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
ANNE ARUNDEL COUNTY

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Jane Harriet Goldman Lewis, Allan Howard Goldman and Louisa Little, Co-executors of the Estate of Sol Goldman	640	5th Avenue	New York	New York 10019

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Principal Mutual Life Insurance Company	711 High Street,	Des Moines,	Iowa	50392-0001

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Attached

RECORD FEE 119.00
 POSTAGE .50
 #404590 0263 R01 T12:25
 05/04/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

SEE ATTACHED SIGNATURE PAGE

~~Principal Mutual Life~~
~~Insurance Company~~ (Seal)
(Corporate, Trade or Firm Name)

By: _____
Signature of Secured Party or Assignee

(Type or print name under signature)

Its: _____
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

119-52

Description of Collateral

All equipment, machinery, furnishings, materials, fixtures, furniture, building materials, accessories and all other goods, chattels and articles of personal property, rents, issues, and profits, in whatever form such rents, issues and profits shall take, contract rights, insurance proceeds and condemnation awards now or hereafter owned by Debtor and located on, received or used in connection with or in relation to Debtor's fee simple interest in certain real property located in Baltimore, Anne Arundel, Carroll, Charles, and Harford Counties, Maryland as more fully described in Exhibit "A" attached hereto, and all future additions thereto or substitutions therefor or replacements thereof attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property, all licenses, permits, and service contracts used or usable for, necessary, appropriate or connected or associated with the operation of the Property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, and or used or usable in connection with, the maintenance or operation of the Property.

All awards and other payments in respect of any taking and all insurance proceeds in respect of any of the foregoing, together with all amounts received by the Trustees, or the Secured Party, or expended by the Trustees or the Secured Party pursuant to the Deed of Trust.

All of the Debtor's rights, title and interest, as landlord in and to all leases of all or part of the premises now existing or at any time hereafter made, and in any and all amendments, modifications, supplements, renewals and extensions thereof (all of such leases being referred to as the "leases"), together with all rents, security deposits, revenues, earnings, profits and income (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of the leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the leases by reason of renting, leasing, bailment, operation or management of the improvements, fixtures and chattels.

All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof.

The Security Agreement pursuant to which this Financing Statement is given is a Modification, Consolidation and Restatement of Deed of Trust and Security Agreement dated as of the 1/11 day of June from Jane Harriet Goldman Lewis, Allan Howard Goldman and Louisa Little, as executors for the Estate of Sol Goldman, to Robert L. Gorham and David M. Bond, Trustees, for the benefit of Principal Mutual Life Insurance Company as security for the repayment of the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in such Deed of Trust, all of the rights and remedies provided under the Uniform

Commercial Code of the State of Maryland. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee may determine.

Debtor shall have the right to substitute articles of equal or greater value for any of those covered hereby provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

This Financing Statement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE

JANE HARRIET GOLDMAN LEWIS, ALLAN HOWARD GOLDMAN, AND LOUISA LITTLE AS EXECUTORS FOR THE ESTATE OF SOL GOLDMAN

ATTEST:

[Handwritten Signature]

By *Jane H Goldman*
Jane Harriet Goldman Lewis, as executor of the Estate of Sol Goldman, and not individually

By *[Handwritten Signature]*
Allan Howard Goldman, as executor of the Estate of Sol Goldman, and not individually

By *[Handwritten Signature]*
Louisa Little, as executor of the Estate of Sol Goldman, and not individually

EXHIBIT "A"

All these certain tracts of land situate in Baltimore, Anne Arundel, Carroll, Charles and Harford Counties, Maryland being more particularly described as follows:

See Attached Exhibits A-1 through A-24, inclusive

EXHIBIT A-1

BEGINNING for the same at an iron pipe found on the East side of Croyden Road at the end of the third or North 65 degrees 37 minutes 10 seconds West 159.40 feet line of that parcel of land which by Deed dated December 28, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber No. 2850, folio 154 was granted and conveyed by William Kaufman and Esther Kaufman, his wife to Teachers Insurance and Annuity Association of America, and running thence with and binding on the East side of said Croyden Road and running with the fourth and fifth lines of that parcel of land described in the Deed mentioned above being the outline of the parcel now being described the following two (2) courses and distances viz: (1) 125.48 feet along the arc of a curve to the left having a radius of 835.96 feet and a chord bearing North 28 degrees 40 minutes 50 seconds East 125.36 feet to a PK Nail set, thence with a curve fillet, (2) 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing North 69 degrees 22 minutes 50 seconds East 35.36 feet to an iron pin set on the South side of Liberty Road, thence running with and binding on the South side of said Road, being the first line of the parcel of land described in the Deed mentioned above, (3) South 65 degrees 37 minutes 10 seconds East 125.00 feet to an iron pin set, thence leaving Liberty Road and running with the second and third lines of that parcel of land described in the Deed mentioned above, the following two (2) courses and distances, viz: (4) South 24 degrees 22 minutes 50 seconds West 150.00 feet to a PK Nail set, and (5) North 65 degrees 37 minutes 10 seconds West 159.40 feet to the place of beginning, containing 22,757 square feet or 0.522 acres of land, more or less as surveyed by McCrone, Inc.

EXHIBIT A-2

BEGINNING for the same on the Northwest right-of-way line of General Pulaski Highway (U.S. Route 40), 150 feet wide, at a point located South 40 degrees 57 minutes 13 seconds West 55.00 feet from the corner formed by the intersection of said right-of-way line with the Southwest right-of-way line of Middle River Road, 30 feet wide, as shown on State Roads Commissions of Maryland Plat No. 169 and running thence with and binding on said Northwest right-of-way line of General Pulaski Highway,

(1) South 40 degrees 55 minutes 30 seconds West 191.63 feet to a pipe found, thence leaving U.S. Route 40,

(2) North 49 degrees 04 minutes 30 seconds West 127.02 feet to a pipe found and,

(3) North 40 degrees 55 minutes 13 seconds East 177.82 feet to a point on the South side of the County Road now known as Middle River Road, thence, binding thereon,

(4) South 69 degrees 14 minutes 27 seconds East 103.57 feet, thence leaving Middle River Road as aforesaid, South 12 degrees 47 minutes 00 seconds East 36.99 feet to the place of beginning, containing 25,062 square feet, more or less, or 0.575 acres of land, more or less now as surveyed by McCrone, Inc.

EXHIBIT A-3

SITE NO. 169 - EASTERN BLVD. & STEMMERS RUN

BEGINNING for the same at an PK nail set in the sidewalk at the intersection of the Northerly side of Eastern Boulevard, Route 150, 150 feet wide, with the Northeasterly side of Stemmers Run Road, said cross-cut being the same beginning point as described in a Special Warranty Deed dated December 21, 1973 from B.P. Oil Corporation to B.P. Oil, Inc., and recorded among the Land Records of Baltimore County, Maryland in Liber No. 5491, folio 744, thence departing said cross-cut and running reversely with the last of South 26 degrees 38 minutes 26 seconds East 54.87 feet line of aforesaid line with the Northeasterly side of Stemmers Run Road;

(1) North 26 degrees 38 minutes 26 seconds West 54.87 feet to an iron pipe now set, thence departing said pipe and Stemmers Run Road for the two (2) following courses and distances;

(2) North 51 degrees 11 minutes 11 seconds East 150.00 feet to a PK nail set;

(3) South 26 degrees 38 minutes 26 seconds East 95.55 feet to a rebar found in the Northerly right-of-way line of Eastern Boulevard, thence with said Boulevard the following two (2) courses and distances;

(4) South 51 degrees 48 minutes 10 seconds West 109.80 feet to a PK nail set,

(5) North 78 degrees 09 minutes 20 seconds West 49.89 feet to the point of beginning, containing 13,127 square, more or less, feet or 0.3014 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-4

SITE NO. 412 - BERRYMANS LANE & REISTERSTOWN

BEGINNING for the same at a pipe set on the Southeast side of Berrymans Lane measured 54.50 feet on and distant Northwest on the Southeast end of the division line between Lots 37 and 36 as shown on the Plat of Park Hill Manor, recorded among the Land Records of Baltimore County, Maryland in Book G.L.B. Page 95, and running thence with and binding on the southeast side of Berrymans Lane as aforesaid, (1) North 46 degrees 05 minutes 40 seconds East 153.36 feet to a pipe set, thence leaving the southeast side of Berrymans Lane as aforesaid and running with the chord fillet, (2) South 89 degrees 02 minutes 02 seconds East 21.26 feet to a pipe set on the Southwest side of Reisterstown Road, thence with and binding on the Southwest side of Reisterstown Road as aforesaid, (3) South 44 degrees 09 minutes 44 seconds East 104.11 feet to an iron pipe set on the Northeast end of the division line between Lots 35 and 36 as shown on the aforementioned plat, thence with and binding on said division line, (4) South 45 degrees 49 minutes 37 seconds West 170.23 feet to a pipe found at the southeast end thereof, thence with and binding on the division line between Lots 36, 37, and 38 as shown on the aforementioned plat, (5) North 43 degrees 16 minutes West 119.91 feet to the place of beginning, containing 20,119 square feet or 0.462 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-5

SITE NO. 248 - 2312 YORK ROAD

BEGINNING as a point now set at the Intersection of the Westerly side of York Road, Maryland Route 45, 80 feet wide, with the Northeasterly side of Highview Street, 50 feet wide, thence departing from said point and running with a portion of the first or North 82 degrees 20 minutes 55 seconds West 139.87 feet of a Deed dated September 29, 1977 from Petroleum Marketing Corporation to B.P. Oil, Inc., recorded among the Land Records of Baltimore County, Maryland in Liber No. 5843, folio 893; as now surveyed

(1) North 82 degrees 20 minutes 41 seconds West 116.36 feet to a point in the centerline of 12 foot alley, thence with the centerline of said alley the following:

(2) North 18 degrees 04 minutes 06 seconds West 205.88 feet to a RR spike found in the Southerly line of Thelma Avenue, a variable width right-of-way, thence with said Southerly line of Thelma Avenue the four (4) following courses and distances:

(3) North 71 degrees 50 minutes 34 seconds East 61.23 feet to a pipe found,

(4) South 17 degrees 56 minutes 49 seconds East 4.54 feet to a pipe found,

(5) North 72 degrees 22 minutes 08 seconds East 42.23 feet to a X-cut found;
and

(6) 26.70 feet along the arc of a curve to the right having a radius of 17.00 feet, with a chord bearing South 62 degrees 37 minutes 53 seconds East 24.04 feet to a pipe found on the Westerly right-of-way line of York Road, thence with the Westerly line of York Road the two (2) following courses and distances;

(7) South 17 degrees 37 minutes 52 seconds East 101.00 feet to a pipe found;
and

(8) 124.77 feet along the arc of a curve to the right having a radius of 76604.36, with a chord bearing South 17 degrees 34 minutes 59 seconds East 124.77 feet to the point of beginning, containing 27,591 square feet more or less, or 0.633 acres of land more or less, as surveyed by McCrone, Inc.

EXHIBIT A-6

SITE NO. 234- LIBERTY ROAD & BRENBROOK DRIVE

BEGINNING for the same at a point on the Northerly right-of-way line of Liberty Road, Route 26, as widened to 80 feet as shown on Maryland State Roads Commission Right-of-Way Plat No. 36833, said point being an iron pipe found and further described as the point of beginning of a parcel conveyed from F. Loring Byers to B.P. Oil, Inc., by Deed dated May 8, 1974 and recorded in the Land Records of Baltimore County, Maryland in Liber No. 5444, folio 485; thence departing said point and running with the Northerly right-of-way line of Liberty Road: (1) North 64 degrees 40 minutes 12 seconds West 149.12 feet to an iron pipe found, thence departing said right-of-way and running with the aforesaid Deed with the second and third lines; (2) North 25 degrees 19 minutes 48 seconds East 200.00 feet to an iron pipe found and, (3) South 64 degrees 40 minutes 12 seconds East 160.00 feet to an iron pipe found in the Westerly Right-of-Way of Brenbrook Drive 70 feet wide as shown on Baltimore County Right-of-Way Plat No. 58-2027, thence binding on said westerly right-of-way line the (2) following courses: (4) South 25 degrees 19 minutes 48 seconds West 190.00 feet to an iron pipe found and, (5) South 72 degrees 44 minutes 36 seconds West 14.78 feet to the point of beginning, containing 31,946 square, more or less, feet or 0.733 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-7

SITE NO. 220 -YORK & BURKE

BEGINNING for the same at an iron pipe found in the northerly right-of-way of Burke Avenue, said iron pipe being at the end of third or South 11 degrees 48 minutes 00 seconds West 213.32 feet line of an Indenture dated December 21, 1973 from B.P. Oil Corporation to B.P. Oil, Inc., and recorded in the Land Records of Baltimore County, Maryland in Liber No. 5570, folio 768, thence running reversely with the third and second lines of the aforesaid Indenture: (1) North 11 degrees 48 minutes 00 seconds East 213.32 feet to a nail set; (2) South 68 degrees 55 minutes 45 seconds East 85.27 feet to a pipe set in the Westerly line of York Road Maryland Route 45, thence running with westerly right-of-way of York Road the following (4) courses and distances: (3) South 11 degrees 48 minutes 00 seconds West 178.90 feet to a P.K. nail set; (4) North 78 degrees 17 minutes 34 seconds West 0.71 feet to a P.K. nail set, thence; (5) South 11 degrees 42 minutes 26 seconds West 5.50 feet to a P.K. nail set; (6) 19.11 feet with the arc of a curve the right having radius of 19.00 feet with a chord bearing South 40 degrees 31 minutes 14 seconds West 18.31 feet to a P.K. nail set, thence with the northerly right-of-way line of Burke Avenue the following (2) bearings and distances: (7) North 84 degrees 05 minutes 41 seconds West 27.76 feet and; (8) 47.22 feet along an arc of a curve to the right having a radius of 402.74 feet with a chord bearing North 73 degrees 40 minutes 20 seconds West 47.19 feet to the point of beginning, containing 17,707 square feet more or less, or 0.406 acres of land more or less, as surveyed by McCrone, Inc.

EXHIBIT A-8

SITE NO. 153 - LOCH RAVEN & TAYLOR

BEGINNING for the same at a pipe found at the Southernmost corner of that parcel of land which by Special Warranty Deed dated December 21, 1973 and recorded among the Land Records of Baltimore County, Maryland in Liber No. 5491, folio 713 was granted and conveyed by B.P. Oil Corporation to B.P. Oil, Inc., and running thence with and binding on the Southwest outline of said parcel, (1) North 61 degrees 41 minutes 00 seconds West 180.00 feet to a pipe set on the Southeast side of Loch Raven Boulevard as now laid out, thence running with and binding on the Southeast side of said Boulevard; (2) North 28 degrees 39 minutes 00 seconds East 121.03 feet to a P.K. Nail set, thence leaving Loch Raven Boulevard and running with and binding on the chord fillet, (3) North 73 degrees 48 minutes 05 seconds East 115.56 feet to a P.K. nail set on the Southwest side of Taylor Avenue as now laid out, thence running with and binding on the Southwest side of said Avenue, (4) South 61 degrees 41 minutes 00 seconds East 98.07 feet to a pipe set, thence leaving Taylor Avenue and running with and binding on the Southeast outline of the parcel of land described in the Deed mentioned above, (5) South 28 degrees 39 minutes 00 seconds West 202.05 feet to the place of beginning, containing 33,049 square feet, more or less, or 0.759 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-9

ALL that lot or parcel of land situate on the North side of Joppa Road and the West side of Harford Road in the Ninth Election District of Baltimore County, Maryland and according to a survey dated April, 1992 is described as follows:

BEGINNING for the same at an iron pin set at the beginning of the South 65 degrees 10 minutes 12 seconds East 279.09 foot line of a parcel of land conveyed unto B.P. Oil, Incorporated by Deed dated September 14, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 5936, folio 282; running thence with all bearings referred to the Baltimore County Grid Meridian and with a portion of said B.P. Oil line, South 64 degrees 37 minutes 57 seconds East 268.53 feet to an iron pin set on the Westernmost Right of Way Line of Harford Road (70 feet wide); thence with said Right of Way line as shown on Baltimore County Right of Way Plat No. 66-419-23 and No. 66-419-22, South 28 degrees 33 minutes 40 seconds West 136.70 feet to an iron pin set on said Right of Way line; thence South 80 degrees 32 minutes 25 seconds West 35.48 feet to an iron pin set on the Northernmost Right of Way line of Joppa Road, said pin being distant North 32 degrees 40 minutes 26 seconds East 51.00 feet from Centerline Station 119-49.00 of Joppa Road as shown on Baltimore County Right of way Plat No. 66-419-22; thence with said Right of Way line North 57 degrees 19 minutes 34 seconds West 183.05 feet to an iron pin set, said pin being distant North 32 degrees 40 minutes 26 seconds East 51.00 feet from the centerline of Equality P.T. Station 117.67.42 Back + 117.67.17 AHEAD as shown on said Right of Way Plat; thence with a line curving to the left having a radius of 918.04 feet for an arc length of 58.83 feet to an iron pin set; said curved line subtended by a Chord of North 59 degrees 09 minutes 43 seconds West 58.82 feet; thence leaving said Right of Way line and said road North 29 degrees 05 minutes 33 seconds East 128.13 feet to the place of beginning, containing 38,236 square feet of land, more or less.

EXHIBIT A-10

SITE NO. 143 - EBENEZER & PULASKI

ALL that tract of land situate on the Northeast corner of Pulaski Highway (U.S. RTE. 40) and Ebenezer Road in the Eleventh Election District of Baltimore County, Maryland and according to a survey by R.T.F. Inc. dated December 10, 1985, is described as follows:

BEGINNING for the same at an iron pipe found on the Northeast side of Ebenezer Road (70 feet wide) as shown on Baltimore County Land Acquisition Drawing No. H.R.W. 62-076; said point being distant North 44 degrees 10 minutes 10 seconds East 18.94 feet from the beginning of the North 44 degrees 08 minutes 30 seconds East 150.00 foot line of a tract conveyed unto B.P. Oil Corporation, a Delaware Corporation, by Deed dated March 4, 1969 and recorded among the Land Records of Baltimore County, Maryland in Liber O.T.G. 5166, folio 489, thence running with the Northeastern Right-of-Way line of Ebenezer Road, with all bearings referred to the Baltimore County Metropolitan District Grid System North 58 degrees 08 minutes 20 seconds West 132.17 feet to a pipe found, thence North 07 degrees 11 minutes 44 seconds West 22.72 feet to a pin set on the Southeast Right-of-Way of U.S. Rte. No. 40 (Pulaski Highway) 150 feet wide as shown on S.R.C. Plat No. 2021, said point being the end of the first line of the aforementioned conveyance to B.P. Oil Corporation, thence running with the first line reversely and along the Southeastern Right-of-Way line of U.S. Rte. 40. (Pulaski Highway) with a curve to the right having a radius of 5654.58 feet for an arc distance of 113.03 feet said curve being subtended by a chord bearing of North 44 degrees 13 minutes 53 seconds East 113.03 feet to an iron pipe found at the beginning of said line; said point also being the Westernmost corner of Lot "A" as shown on a subdivision plat entitled, "Property of Irvin Goodman", recorded in the aforementioned Land Records in Plat Book W.J.R 26, folio 24, thence running with the Western outlines of said Lot "A" and with the fifth and fourth lines, reversely of the conveyance to B.P. Oil Corporation the following two courses: (1) South 58 degrees 08 minutes 20 seconds East 150.21 feet to an iron pipe found, thence (2) South 44 degrees 10 minutes 10 seconds West 131.06 feet to the place of beginning. Containing 0.416 acres of land, more or less, or 18,121 S.F.+

EXHIBIT A-11

Beginning for the same on the Northwesterly side of Winters Lane, at the division line between Lots 51 and 52 Block A as laid out on a Plat of McDonough Heights, said point is also described as the starting point in the Special Warranty Deed from B.P. Oil Corporation to B.P. Oil, Inc. dated December 21, 1973 and recorded among the Land Records of Baltimore County, Maryland in Liber No. 5491, folio 763, thence running with the line common to Lots 51 and 52 and also Lots 25 and 26: (1) North 71 degrees 59 minutes 00 seconds West 200.00 feet to a P.K. Nail set in the Easterly line of Melvin Avenue, 40 feet wide, thence with the Easterly side of said Melvin Avenue; (2) North 18 degrees 01 minutes 00 seconds East 18.66 feet to an iron pin set in the Southerly Right of Way line of Baltimore National Pike, U.S. Route No. 40, 150 feet wide, thence departing said iron pipe and running with the Southerly right of way line; (3) North 80 degrees 01 minutes 00 seconds East 226.51 feet to an iron pipe set at the intersection of the Southerly right of way line of Baltimore National Pike with the Northwesterly line of the aforesaid Winters Lane, thence with the Northwesterly side of Winters Lane; (4) South 18 degrees 01 minutes 00 seconds West 125.00 feet to the point of beginning, containing 14,366 square, more or less, feet or 0.33 Acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-12

BEGINNING for a cross-cut set in concrete at the intersection of the Easternmost side of York Road and the Southernmost side of Winwood Road as shown on a plat of Anneslie recorded among the Land Records of Baltimore County, Maryland in Plat Book W.P.C. 7, Part 1 at Page 40, and running thence with and binding on the Southernmost side of Winwood Road as aforesaid; (1) South 72 degrees 25 minutes 08 seconds East 125.00 feet to a pipe set, thence leaving Winwood Road and running with and binding on the East line of Lots 1 through 6 Block U as aforesaid (2) South 17 degrees 34 minutes 52 seconds West 156.00 feet to a pipe set, thence running with and binding on the South outline of Anneslie as aforesaid, (3) North 76 degrees 20 minutes West 125.29 feet to a pipe found on the East side of York Road as aforesaid, thence running with and binding on the East side of said Road, (4) North 17 degrees 34 minutes 52 seconds East 164.55 feet to the place of beginning, containing 20,034 square feet, more or less, or 0.459 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-13

SITE NO. 247 - PULASKI HIGHWAY

BEGINNING for the same at a pipe set on the Northwest side of Maryland Route 40 (West Bound Lane) at the beginning of the second or North 35 degrees 31 minutes 09 seconds West 360.41 feet line of that parcel of land which by Deed dated September 9, 1977 and recorded among the Land Records of Baltimore County, Maryland in Liber No. 5829, folio 827 and leaving Maryland Route 40 and running, thence with and binding on part of said line, (1) North 35 degrees 31 minutes 09 seconds West 120.09 feet to an iron pipe found, thence running with and binding on the outline of the parcel now being described as now surveyed (2) North 56 degrees 42 minutes 25 seconds East 214.66 feet to a iron pipe found on and distant 120.00 feet from the beginning of second or North 33 degrees 17 minutes 35 seconds 129.90 feet line of that parcel of land which by Deed recorded among the Land Records of Baltimore County, Maryland in Liber No. 6715, folio 788 was granted and conveyed by B.P. Oil, Inc., to John Bartsocas and Patricia Bartsocas, his wife, thence running reversely with and binding on part of said line, (3) South 33 degrees 17 minutes 35 seconds East 120.00 feet to a cross cut set in concrete on the Northwest side of Maryland Route 40 as aforesaid, thence running with and binding on said Northwest side of Maryland Route 40; (4) South 56 degrees 42 minutes 25 seconds West 209.94 feet to the place of beginning, containing 25,479 square feet, more or less, or 0.585 acres of land, more or less, as surveyed by McCrone, Inc..

EXHIBIT A-14

BEGINNING for a point in the Westerly line of Loch Raven Boulevard, Maryland Route 542, said point being at the beginning of the third or North 88 degrees 17 minutes 20 seconds West 98.56 feet line of Parcel IV Schedule A of the Special Warranty Deed dated December 21, 1973 from B.P. Oil Corporation to B.P. Oil, Inc. and recorded among the Land Records of Baltimore County, Maryland in Liber No. 5491, folio 725, thence departing said point and running the two (2) following courses and distances: (1) North 88 degrees 17 minutes 20 seconds West 98.56 feet, and (2) North 21 degrees 13 minutes 20 seconds West 172.93 feet to the Southerly side of Joppa Road, Maryland Route 148, thence running with the Southerly side of Joppa Road the following three (3) courses and distances; (3) North 69 degrees 25 minutes 54 seconds East 24.82 feet; (4) North 68 degrees 37 minutes 25 seconds East 21.76 feet, and (5) 115.52 feet with the arc of a curve to the right having a radius of 66.00 feet, with a chord bearing South 61 degrees 13 minutes 58 seconds East 101.33 feet to a point, thence, (6) North 78 degrees 34 minutes 59 seconds East 7.33 to the Westerly line of Loch Raven Boulevard, thence with the Westerly side of said Boulevard the following two (2) courses and distances; (7) South 09 degrees 58 minutes 55 seconds East 79.06 feet and, (8) 56.13 feet with the arc of a curve to the right having a radius of 2045.81 feet with a chord bearing South 08 degrees 05 minutes 28 seconds East 56.13 feet to the point of beginning, containing 20,154 square feet, more or less, or 0.463 Acres or land, more or less as surveyed by McCrone, Inc.

EXHIBIT A-15

ALL those lots or parcels of land located adjacent to U.S. Route 301 in Waldorf, Charles County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the southeast right of way line of U.S. Route 301 leading from La Plata to Waldorf - 100 feet from the center line thereof, said point marking a corner of the Buckler property and the most northerly corner of the entire parcel of which the lot now described is a part; running thence with the outline of the said entire tract South 36 degrees 28 minutes 35 seconds East 126.09 feet to a point thence leaving the outline and running South 46 degrees 00 minutes 00 seconds West 213.50 feet to a point; thence North 44 degrees 00 minutes 00 seconds West 125.00 feet to a point also in the southeast right of way line of said U.S. Route 301; thence with Route 301 North 46 degrees 00 minutes 00 seconds East 230.00 feet to the point of beginning, containing 27,720.71 square feet, or .636 of an acre, more or less.

EXHIBIT A-16

BEGINNING for the same at an iron pin found on the Easternmost Right of Way line of Bartholow Road; said pin being at the beginning of the Sixth or North $06^{\circ} 56' 44''$ East 34.87 foot line of a parcel of land conveyed unto B.P. Oil, Inc. by deed dated December 21, 1973 and recorded among the Land Records of Carroll County in Liber CCC 576, Folio 457, said pin also being distant South $82^{\circ} 35' 40''$ East 17.19 feet from Baseline of Right of Way Station 1+65 as shown on Maryland State Roads Commission (SRC) Plat No. 42666; thence along said road and with said B.P. Oil line and with all bearings referred to the Maryland State Grid Meridian, North $07^{\circ} 39' 57''$ East 34.87 feet to a concrete monument found on the Eastern Right of Way line of Bartholow Road; thence North $81^{\circ} 52' 27''$ West 14.99 feet to a point in the centerline of the existing asphalt paving of said Bartholow Road; thence with the center of said road North $06^{\circ} 53' 34''$ East 134.80 feet to a point, thence leaving the centerline of Bartholow Road; South $79^{\circ} 26' 46''$ East 15.25 feet to an iron pin found on the Easternmost side of said road, thence continuing South $79^{\circ} 26' 46''$ East 272.26 feet to an iron pin found on the Westernmost side of Maryland Route #32 (Sykesville Road) thence continuing South $79^{\circ} 26' 46''$ East 50.36 feet to a point in or near the center of said road, thence with said road South $03^{\circ} 17' 19''$ West 42.77 feet to a point located at Baseline of Right of Way Station 3+55 as shown on SRC Right of Way Plat #18511; thence leaving said centerline North $86^{\circ} 42' 41''$ West 23.00 feet to a point located along the Western Right of Way line of Sykesville Road as shown on said Right of Way Plat # 18511, thence running with and binding on said Right of Way line, South $03^{\circ} 17' 19''$ West 35.00 feet to a point, thence South $09^{\circ} 07' 08''$ East 25.60 feet to a point, thence South $04^{\circ} 18' 43''$ West 20.00 feet to a point, thence South $08^{\circ} 11' 54''$ East 10.89 feet to a point, thence South $04^{\circ} 24' 03''$ West 66.01 feet to a point located 16.95 opposite Baseline of Right of Way Station 1+98.37 as shown on SRC Right of Way Plat #42666, thence with said Right of Way line of Sykesville Road as shown on said plat, North $79^{\circ} 24' 53''$ West 20.97 feet to a 2" Diameter Pipe found, said pipe being 39 feet opposite Baseline of Right of Way Station 2+00.06 as shown on said plat, thence continuing along said Right of Way line, South $31^{\circ} 14' 00''$ West 26.13 feet to a pin found at a point 50 feet opposite Baseline of Right of Way Station 1+78 as shown on SRC Right of Way Plat #43593, thence with a site flare as shown on said plat and running with and binding reversely along the fifth or North $55^{\circ} 44' 35''$ East 75.30 foot line of a conveyance from B.P. Oil Corporation unto the State of Maryland, State Highway Administration dated August 29, 1973 and recorded among the said Land Records in Liber C.C.C. 555, Folio 504 thence South $56^{\circ} 28' 05''$ West 75.30 feet to a pin found on the Northern Right of Way line of Liberty Road (Md. Rte. #26) as shown on said Plat #43593, thence along said Right of Way line and running with and binding reversely along the fourth line of the aforesaid conveyance recorded in Liber 555, Folio 504, by a curve to the right having a Radius of 8815.30 feet for an Arc length of 217.02 feet, said curve being subtended by a chord bearing North $69^{\circ} 51' 03''$ West 217.02 feet to a pin found, thence still with said Right of Way and also running with and binding on a portion on the third and continuing along the fourth and fifth lines of the aforementioned parcel described in Schedule A of Liber C.C.C. 576, Folio 457, North $01^{\circ} 05' 12''$ West 41.77 feet to a pin found thence North $01^{\circ} 02' 02''$ West 31.99 feet to a pin found thence North $81^{\circ} 52' 27''$ West 7.81 feet to a point of beginning. Containing 1.8435 Acres+ or 80,304 Sq. Ft. of land more or less.

SAVING AND EXCEPTING THEREFROM that part of said land conveyed to the State of Maryland by deed dated July 11, 1989 and recorded September 7, 1989 in Liber 1166, at folio 44.

AND FURTHER SAVINGS AND EXCEPTING THEREFROM any portion of the above described land which may lie within the bed of Sykesville Road (Md. Rte. 32), Liberty Road (Md Rte. 26), and Bartholow Road.

EXHIBIT A-17

ALL those lots or parcels of land and Route 22 and Calvary Road, Harford County, Maryland, and more particularly described as follows:

Beginning for the same at a point in the southerly right of way line of Maryland Route 22 at the beginning of the land which Deed dated December 21, 1973 and recorded among the Land Records of Harford County in Liber H.D.C. 956 folio 867 was conveyed from B.P. Oil Company to B.P. Oil Corporation and running thence reversely with the outlines of said land as now surveyed and along the lines of lands of F. William Siebert, Jr. and wife South 07 degrees 14 minutes 59 seconds West 129.64 feet and South 83 degrees 04 minutes 44 seconds East 66.02 feet to the southeast corner of the lands of said Seibert, and at a corner of lands of Robert A. Lassen and wife, thence continuing with the outlines of this land and along a line of said Lassen South 29 degrees 34 minutes 41 seconds West 240.15 feet to the southwest corner of lands of said Lassen and to intersect a line of lands of Roy B. Cockerham, et al, thence running along a portion of the lands of said Cockerham North 62 degrees 41 minutes 02 seconds West 63.13 feet to the southeast corner of lands of Louis B. Wilmoth and wife, thence continuing with the outlines of the land now being described and with lands of said Wilmoth North 20 degrees 36 minutes 28 seconds East 139.82 feet and North 76 degrees 36 minutes 56 seconds West 201.87 feet to the center of Calvary Road, Maryland Route 136, thence running and binding along the center of said road North 19 degrees 56 minutes 35 seconds East 161.33 feet to the southerly right of way line of Maryland Route 22, thence running along said road South 82 degrees 41 minutes 00 seconds East 24.39 feet, North 60 degrees 20 minutes 00 seconds East 24.94 feet and South 82 degrees 41 minutes 00 seconds East 173.15 feet to the place of beginning. Containing 58,037 square feet or 1.3323 acres of land, more less.

Subject to any portion of the above-described land which may lie within the bed of Calvary Road.

ALL those lots or parcels of land at Route 1 and Maryland Route 147, Harford County, Maryland, and more particularly described as follows:

Beginning for the same at a point on the southeast right-of-way line of Bel Air Road (U.S. Route 1) as shown on State Roads Commission of Maryland Right of Way Plat No. 1072, said place of beginning being located North 34 degrees 31 minutes 28 seconds East 100.00 feet from a concrete monument heretofore set at the Northeastern most corner of the Maryland State Police Barracks "D" property; said place of beginning intended to be at the beginning of that parcel of land which by a Deed dated December 30, 1969, was conveyed by Charles L. Lutz to J.Q.E., Ltd., and recorded among the Land Records of Harford County in Liber C.R.G. No. 835 folio 210, thence from said place of beginning, binding on the right-of-way line of said Bel Air Road, as now surveyed the five following lines, viz:

(1) Northeasterly by an arc curving to the right with a radius of 1402.40 feet the distance of 38.74 feet, said arc being subtended by a chord bearing North 37 degrees 36 minutes 55 seconds East 38.74 feet,

(2) South 51 degrees 37 minutes 15 seconds east 33.00 feet,

(3) North 39 degrees 17 minutes 47 seconds 43.98 feet,

(4) North 49 degrees 46 minutes 50 seconds west 33.00 feet and

(5) Northeasterly by an arc curving to the right with a radius of 1402.40 feet the distance of 115.95 feet, said arc being subtended by a chord bearing North 42 degrees 35 minutes 05 seconds East 115.92 feet, thence leaving said Bel Air Road and binding on the third or South 44 degrees 05 minutes 10 seconds East 254.03 foot line of the aforementioned Deed from Lutz to J.Q.E., Ltd, as now surveyed

(6) South 44 degrees 04 minutes 23 seconds East 252.50 feet to intersect the rear line of Lot 56 as shown on the Plat entitled "Woodbridge Manor" dated March 8, 1965 and recorded among the Plat Records of Harford County in Liber C.R.C. No. 15 folio 19, thence binding on a part of the rear lines of said Lot 56, as now surveyed the two following lines, viz:

(7) south 44 degrees 47 minutes 37 seconds West 78.72 feet and

(8) south 37 degrees 12 minutes 02 seconds West 72.67 feet, said point being located North 37 degrees 11 minutes 21 seconds East 72.68 feet from a concrete monument theretofore set in the Northeast outline of Maryland State Police property, thence, binding or intending to bind on the last or North 55 degrees 10 minutes 45 seconds west 252.44 foot line of the aforementioned Deed from Lutz to J.Q.E., Ltd.

(9) North 55 degrees 06 minutes 20 seconds West 252.18 feet to the place of beginning. Containing 42,651 square feet or 0.979 of an acre of land more or less.

EXHIBIT A-19

ALL those lots or parcels of land at Old Annapolis and Wilson Roads, Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a pipe set on the North side of Baltimore-Annapolis Boulevard (Maryland Route 648) as shown on SHA Plat Numbers 38804 and 43330 at the division line between Lots 22 and 23 of Glen Oak Heights, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 3 at Page 25, 121.90 feet from the North end thereof and leaving Baltimore-Annapolis Boulevard and running thence with the binding on the division line between Lots 22 and 23 as aforesaid and continuing with the division line between Lots 48 and 49, one course in all,

- (1) North $29^{\circ}30'34''$ East 246.90 feet to a pipe set on the South side of Bunch Avenue (formerly Maryland Avenue) as shown on the aforesaid plat of Glen Oak Heights, thence with and binding on the South side of said Avenue,
- (2) South $60^{\circ}20'26''$ East 80.08 feet to a pipe set on the West side of Pillsbury Place (formerly Wilson Boulevard), thence with and binding on the West side of said Boulevard, the following four (4) courses and distances, viz:
 - (3) 90.05 feet along the arc of a curve to the left having a radius of 90.00 feet and chord bearing South $08^{\circ}06'39''$ East 86.34 feet to a pipe set,
 - (4) South $36^{\circ}46'27''$ East 76.38 feet to a pipe set,
 - (5) 44.16 feet along the arc of a curve to the right having a radius of 40.00 feet to a chord bearing South $05^{\circ}08'57''$ East 41.95 feet to a pipe set and,
 - (6) South $26^{\circ}28'33''$ West 74.31 feet to a pipe set, thence leaving as aforesaid, thence with and binding on the North side of said Boulevard, the following two (2) courses and distances, viz:
 - (7) 30.76 feet along the arc of a curve to the right having a radius of 20.00 feet and a chord bearing South $70^{\circ}31'59''$ West 27.82 feet to a pipe set on the North side of Baltimore-Annapolis Boulevard as aforesaid, thence with and binding on the North side of said Boulevard, the following two (2) courses and distance, viz:
 - (8) North $65^{\circ}24'35''$ West 205.33 feet to a pipe set and,
 - (9) North $64^{\circ}08'20''$ West 7.69 feet to the place of beginning, containing 43,014 square feet or 0.987 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-20

ALL those lots or parcels of land at 241 West and Monticello Streets, Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a X-Cut in concrete sidewalk at the intersection of the easterly right-of-way line of Monticello Street (40 feet wide) with a southerly right-of-way line of West Street (60 feet wide), and running thence with said right-of-way line of West Street.

1. North $68^{\circ}46'10''$ East, 139.06 feet to a RR spike found on the Northwest corner of the Capital-Gazette Press property recorded among the Land Records of Anne Arundel County in Liber 1197, Folio 151, thence leaving the Southside of said right-of-way and running with the property of said Capital Gazette Press the following (2) two bearing and distances.
2. South $21^{\circ}13'50''$ East, 136.47 feet to a PK nail found, and
3. South $68^{\circ}46'10''$ West, 139.06 feet to a iron pipe found on said Easterly right-of-way line of Monticello Street; thence with said right-of-way line,
4. North $21^{\circ}13'50''$ West, 136.47 feet to the place of beginning, containing 18,977 square feet or 0.4356 of an acre of land, more or less.

EXHIBIT A-21

ALL those lots or parcels of land at 8th Avenue and Governor Ritchie Highway, Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a P.K. nail found on the westerly right of way line of Governor Ritchie Highway, Maryland Route 2, formerly known as Baltimore-Annapolis Boulevard, 150 feet wide, as shown on State Road Commission of Maryland Right-of-Way Plats No. 2772 and 2773, said P.K. nail found marking the intersection of said westerly line, with the easterly extension of the division line between the aforesaid Lots 5060 and 5061, and running thence with said division line, crossing the aforesaid Drum Point Avenue, and with the outline of said conveyance recorded in Liber 2901 at Folio 473.

1. North 65° 42' 12" West, 222.34 feet to the westerly corner of said Lot 5061, said corner also being on the easterly right of way line of Crain Highway, Maryland Route #3, formerly known as Light Street Road, 30 foot wide, thence with said easterly right of way line of Crain Highway and with the westerly outline of said Lots 5061, 5062 and 5063

2. North 24° 42' 48" East, 150.00 feet to the intersection of the said easterly right of way line of Crain Highway with the southerly right of way line of 8th Avenue, N.W., 20' wide; thence with said southerly right of way line of 8th Avenue, N.W., and, in part, with the northerly outline of said Lot 5063

3. South 65° 42' 12" East, 221.09 feet to the intersection of said southerly right of way line of 8th Avenue, N.W. and said westerly right of way line of Governor Ritchie Highway; thence with said westerly right of way line of Governor Ritchie Highway

4. South 24° 14' 12" West, 150.00 feet to the place of beginning, containing 33,256 square feet or 0.7635 of an acre of land.

EXHIBIT A-22

DESCRIPTION: MARYLAND ROUTE 175 - ODENTON

BEGINNING for the same at a pipe found on the Southwest side of Maryland Route 175 at the end of the closing or North $42^{\circ} 18' 00''$ East 163.94 feet line of Parcel C of that land which by Special Warranty Deed dated December 21, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2711 at folio 803 was granted and conveyed by B.P. Oil Corporation to B.P. Oil, Inc. and running thence with and binding on the Southwest side of Maryland Route 175, as aforesaid, being also the outline of Parcels A, B, & C of the aforementioned title Description.

- (1) South $45^{\circ} 28' 00''$ East 225.48 feet to a pipe set, thence leaving Maryland Route 175 and running with the outline of Parcel A as aforesaid,
- (2) South $44^{\circ} 32' 00''$ West 155.25 to a P.K. Nail found, thence running with and binding on the outline of Parcels A, B, & C, as aforesaid,
- (3) North $47^{\circ} 42' 00''$ West 219.28 feet to a pipe found, thence running with and binding on the closing line of Parcel C as aforesaid,
- (4) North $42^{\circ} 18' 00''$ East 163.94 feet to the place of beginning, containing 35,476 square, more or less, feet or 0.814 acres of land, more or less, as surveyed by McCrone, Inc.

The above described parcel of land is the same land identified as PARCEL SIX in the Deed of Trust from Sol Goldman to George E. Rullman, Jr. and James B. Yates, Trustees, dated December 10, 1986 and recorded among the land records of Anne Arundel County in Liber 4217, at folio 351, wherein the description for said PARCEL SIX contained several errors. The description set forth above accurately delineates the boundaries of this parcel of land and therefore replaces and supercedes the erroneous description for PARCEL SIX in the said Deed of Trust.

EXHIBIT A-23

All those lots or parcels of land at Old Mill Road and Maryland Route 3, Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for a cross cut in the sidewalk at the intersection of the Easterly right-of-way line of Crain Highway, Maryland Route 3, with the Southerly right of way line of Old Mill Road, said cross cut being the same point of beginning as described in a deed from Floyd C. Rimbey to B.P. Oil, Inc., dated May 5, 1976, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2850, folio 556, thence departing said point of beginning and running with the Southerly side of Old Mill Road the (2) following courses and distances:

- (1) North 29° 59' 31" East 23.38 feet to a pipe now set and;
- (2) 135.04 feet along the arc of a curve to the right having a radius of 914.94 feet, with a chord bearing North 63° 07' 20" East 134.92 feet to an iron pipe found, thence departing said right-of-way of Old Mill Road and running reversely with the Second and Third lines of a parcel conveyed from the Krystal Company to NCC Group by deed dated January 11, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2927, folio 779;
- (3) South 30° 33' 27" East 141.34 feet to a pipe set and;
- (4) South 59° 20' 51" West 160.03 feet to a pipe set in the Easterly line of Crain Highway, thence running with the Easterly side of said Highway the following (3) courses and distances;
- (5) North 30° 33' 27" West 38.50 feet to a P.K. Nail set;
- (6) North 24° 50' 49" West 50.52 feet to a P.K. Nail set; and
- (7) North 30° 33' 27" West 50.00 feet to the point of beginning, containing 23,114 square, more or less, feet or 0.530 acres of land, more or less, as surveyed by McCrone, Inc.

EXHIBIT A-24

ALL those lots or parcels of land at Crain Highway and Aquahart Road, Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for a pipe now set at the intersection of the Easterly side of Crain Highway, U.S. Route 301, Maryland Route 3, and the Southerly side of Aquahart Road, 50 feet wide, said point shown on a minor subdivision plat showing the property of Aqua Crain, Inc., as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3273 at Folio 397, thence departing said point and running with Southerly line of Aquahart Road;

(1) South $65^{\circ}45'05''$ East 153.76 feet to an iron pipe found in the common line between B.P. Oil, Inc., and the remainder of the property of Aqua Crain, Inc. Parcel 1, thence with said common line as shown on aforesaid plat;

(2) South $24^{\circ}05'55''$ West 128.04 feet to a pipe now set, thence running with the South $82^{\circ}42'22''$ East 12.98 feet line, extended, as shown on said plat, and as now surveyed,

(3) North $82^{\circ}32'18''$ West 130.32 feet to a pipe now set in the Easterly line of Crain Highway, thence with the (2) two following courses and distances along Crain Highway;

(4) North $07^{\circ}23'54''$ East 127.19 feet to a P.K. Nail set and;

(5) 46.16 along the arc of a curve to the right having a radius of 50.00 feet, with a chord bearing North $33^{\circ}51'11''$ East 44.54 feet to the point of beginning, containing 22,158 square feet, more or less, or 0.509 Acres of land, more or less, as surveyed by McCrone, Inc.

FINANCING STATEMENT

BOOK 581 PAGE 279

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$..20,000.00

286532

1. Name of Debtor(s): Hughes Printing Center, Inc.
Address: 337 Hospital Drive
Glen Burnie, Maryland 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
1 Cutter Model C.D.C. Serial # 9405
1 Lazer Printer Model TX AFM 1000 Serial # FET11258
1 Hamada 770 Printing Press Serial # 137A

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

RECORD TAX 140.00

POSTAGE .50

#405.110 UMSI R01 110459

06/05/92

MARY H. ROSE

AN CO. CIRCUIT COURT

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Hughes Printing Center, Inc.

Secured Party:

Robert J. Hughes, President
..... Robert J. Hughes, President
Shannon F. Hughes, Secretary
..... Shannon F. Hughes, Secretary

FIRST AMERICAN BANK OF MARYLAND

By: *Denise M. Sutton*
..... Denise M. Sutton, Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11-4050

BOOK 581 P. 280

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No. ....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 280577 AA Co.
Date of Filing April 12, 1990 Record Reference Liber 554, folio 419
Maturity date (if any)

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388

RETURN TO:

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Sabrina Park Development Corp.	P.O. Box 1360		Pasadena	Maryland. 21122

Name of Secured Party or assignee	No.	Street	City	State
Maryland National Bank	10 Light Street		Baltimore	Maryland. 21202
				Construction Finance Unit, M/S 021901

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

_____ MARYLAND NATIONAL BANK ~~(S&M)~~

BY: Jennifer L. Mertaugh

_____ Jennifer L. Mertaugh, Assistant V. P.

(Type or print name under signature)

1052

157-577
THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388

115 Adlewild Rd

Mail to

BEING KNOWN AND DESIGNATED as Lot 34R as shown on a Plat entitled "Resubdivision of Sabrina Park (Phase I)", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 127, folio 31. The improvements thereon being known as No. 115 Idlewild Road.

Project Name: Hope House
MHRP Project No: 33.02.0001

286534

TO BE RECORDED IN:

- State Department of Assessments & Taxation
- Financing Statement Records
- Land Records

() SUBJECT TO: (X) NOT SUBJECT TO:

() Recording Tax on Principal Amount of \$225,000

FINANCING STATEMENT

RECORD FEE 17.00
POSTAGE .50

1. DEBTOR(S) ALCOHOLISM RECOVERY, INC.
P.O. BOX 546
CROWNSVILLE, MD 21032
ATTN: Robert L. Hartge, President

2. Secured Party: Department of Housing and Community Development
100 Community Place, Crownsville, MD 21032

3. This Financing Statement covers the following types of property:

All building materials and other chattels on the Land described in Exhibit A (the "Land") now owned or hereafter acquired by the Debtor and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Debtor to be fixtures and permanent additions to the Land and intended to be included as part of the Land, except in all cases personal property owned by any tenants;

MARY M. ROSE

DEPARTMENT OF REVENUE
COURT

1780

Any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

Any and all federal and state assistance payments to which the Debtor is or will be entitled for the rental housing project operated on the Land, known as Town and Country Apartments (the "Project");

All rents, revenues and other moneys of whatever nature that Debtor may receive or be entitled to receive, including those now due, past due, or to become due (hereinafter called collectively "Rents") as a result of any lease or other occupancy agreement, for the occupancy or use of all or any part of the Project, now existing or hereafter created, and all renewals and guaranties thereof;

All amounts payable to or recoverable by the Debtor under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

All rights under the amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

All reserves created pursuant to the terms of the Deed of Trust granting a security interest in the Land (the "Deed of Trust") or the Regulatory Agreement between the Debtor and the Secured Party, including, but not limited to, cash escrows and reserves and letters of credit;

All proceeds of casualty insurance on the Project or any part thereof;

Any real estate tax rebates or refunds which it is determined the Debtor is entitled to receive; and

Any amounts in the Project accounts or funds described in the Deed of Trust.

4. See Exhibit A attached hereto for description of the real property to which the personal property is to be affixed.
5. Proceeds of collateral (X) are () are not covered.

Hope House
Financing Statement
RCA/meh/448(031292)(4)

BOOK 581 PAGE 284

Page 3

6. Products of collateral (X) are () are not covered.

DEBTOR:

ALCOHOLISM RECOVERY, INC.

SECURED PARTY:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: Robert L. Hartge
Name: Robert L. Hartge
Title: President

By: Barry L. Brown
Name: Barry L. Brown
Title: Housing Development
Officer

TO THE FILING OFFICER: After this statement has been recorded
please mail the same to:

Department of Housing and
Community Development
100 Community Place
Crownsville, Maryland 21032
Attn: Office of the Attorney
General

Property Description

The Male Employees Dormitory, Crownsville Hospital Center,
Crownsville, Maryland 21032.

BEING all of that same property which is leased to Alcoholism
Recovery, Inc. from the State of Maryland to the use of the
Department of Health and Mental Hygiene by lease dated December 11,
1991 and recorded among the Land Records of Anne Arundel County,
Maryland at Liber 5522, folio 477.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

286535

FINANCING STATEMENT

BOOK 581 PAGE 286

1. Name & Address of Debtor: LEAMAN-SPEAR PARTNERSHIP
7016 Channel Village Court
Annapolis, MD 21403
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401
3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

15.00

.50

717300 03P1 003 TOP:51

06/05/92

ROSE

COURT

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

- (b) Proceeds of all collateral are covered.

150
5

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

LEAMAN-SPEAR PARTNERSHIP

By: Donald F. Spear (SEAL)
DONALD F. SPEAR, Partner

By: Deloris A. Spear (SEAL)
DELORIS A. SPEAR, Partner

Secured Party:

BOOK 581 PAGE 287

BANK OF ANNAPOLIS

By: Steven G. Tyler (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A" - LEGAL DESCRIPTION

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BOOK 581 PAGE 288

BEING known and designated as Lot 13, "Crofton Village Green," as per plat recorded in Plat Book 49 at Plat 46 and amended and rerecorded in Plat Book 56 at Plat 39, among the Land Records of Anne Arundel County, Maryland. Together with the reciprocal easement for ingress, egress and parking, established in the Declaration recorded among the aforesaid Land Records in Liber W.G.L. No. 2635, folio 776.

The improvements thereon being known as Lot 13, Crofton Village Green, Crofton, Maryland 21114.

BEING the same property which by deed dated June 22, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4572, folio 630, was granted and conveyed by Benjamin F. Leaman and Donald F. Spear unto LEAMAN-SPEAR PARTNERSHIP.

Indemnity

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 281707 recorded in

Liber 559, Folio 200 on 8/13/90 at Anne Arundel County
Date Location

1. DEBTOR(S): Attman Construction Co. Inc.
Labyrinth Realty, Inc., Harlow Realty, Inc., Jacob Realty,
 Name(s) Inc., Albert Kishter, Fannie B. Kishter, Leonard J. Attman,
Phyllis, Attman, Lowell R. Glazer and Harriet L. Glazer.
 Address(es) 20 S. Charles Street
Baltimore, Maryland 21201

2. SECURED PARTY:
 Name Maryland National Bank
10 Light Street, MS 021901
 Address Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. .50

6. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. #178940 C191 R03 110:15
06/05/92
MARK H. ROSE
CIRCUIT COURT

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
 See attached Schedule "A" attached hereto and made a part of.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *Constance M. Grimes*

Constance M. Grimes, Assist. Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

AFTER RECORDING MAIL TO:
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904

FILE # 1065 BLD



BEING KNOWN AND DESIGNATED AS Lots Numbered 116-R through 118-R, inclusive, and Lots Numbered 121-R through 125-R, inclusive, as shown on a Plat entitled, "Section Three, FOX CHASE, Phase One, Plat 4 of 8" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 140, at Page 2, as Plat Numbered 7275.

BEING KNOWN AND DESIGNATED AS Lots Numbered 137-R through 143-R, inclusive, as shown on Plat entitled, "Section Three, FOX CHASE, Phase One, Plat 5 of 8" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 140, at Page 3, as Plat Numbered 7276.

Indernity

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 281707 recorded in
Liber 559, Folio 200 on 8/13/90 at Anne Arundel County
Date Location

1. DEBTOR(S): Attman Construction Co. Inc.
Labyrinth Realty, Inc., Harlow Realty, Inc., Jacob Realty,
Name(s) Inc., Albert Kishter, Fannie B. Kishter, Leonard J. Attman,
Phyllis, Attman, Lowell R. Glazer and Harriet L. Glazer.
Address(es) 20 S. Charles Street
Baltimore, Maryland 21201

2. SECURED PARTY:
Name Maryland National Bank
10 Light Street, MS 021901
Address Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
See attached Schedule "A" attached hereto and made a part of.

RECORD FEE 10.00
POSTAGE .50
HITPS 0191 103 710115
08/05/92
M. ROSE
CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Constance M. Grimes, Assist. Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

AFTER RECORDING MAIL TO:
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904

FILE # 1065 BLD

1050

Exhibit A

BOOK 581 PAGE 292

BEING KNOWN AND DESIGNATED AS Lots Numbered 116-R through 118-R, inclusive, and Lots Numbered 121-R through 125-R, inclusive, as shown on a Plat entitled, "Section Three, FOX CHASE, Phase One, Plat 4 of 8" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 140, at Page 2, as Plat Numbered 7275.

BEING KNOWN AND DESIGNATED AS Lots Numbered 137-R through 143-R, inclusive, as shown on Plat entitled, "Section Three, FOX CHASE, Phase One, Plat 5 of 8" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 140, at Page 3, as Plat Numbered 7276.

AFTER RECORDING MAIL TO:
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904

BOOK 581 PAGE 293

FILE # 1486 BLD

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)**
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274399 recorded in
Liber 531, Folio 488 on September 2, 1988 (Date).

1. DEBTOR(S):

Name(s) WOODBRIDGE CONSTRUCTION CORPORATION

Address(es) 2444 SOLOMON ISLAND ROAD ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK

Address 9 EAST MAIN STREET LITIZ, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.

Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
SEP 01 1988 0191 103 110:10
06/03/78
MARY H. ROSE
CIRCUIT COURT

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: Elwood C. Hecker
Elwood C. Hecker, Vice President

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 8 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Seventy-Nine Revised (179R); Lot Numbered One Hundred Eighty Revised (180R); and Lot Numbered One Hundred Eighty-Three Revised (183R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

AND

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Ninety-Four Revised (194R) and Lot Numbered One Hundred Ninety-Five Revised (195R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 27.

AFTER RECORDING MAIL TO:
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904

BOOK 581 PAGE 295

FILE # 1486 BLD

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/09

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274398 recorded in
Liber 531, Folio 487 on September 2, 1988 (Date).

1. DEBTOR(S):

Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK
Address 2 EAST MAIN STREET JUPITZA, PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.

Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. PARTIAL RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: *Elwood C. Hecker*
Elwood C. Hecker, Vice President

DEBTOR(S)

(Necessary only if Item 8 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

(Type, Name and Title)

EXHIBIT "A" - LEGAL DESCRIPTION

RECORD FEE 10.00
POSTAGE .50
#17920 0191 R03 T10:10
06/05/92
MARY H. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Seventy-Nine Revised (179R); Lot Numbered One Hundred Eighty Revised (180R); and Lot Numbered One Hundred Eighty-Three Revised (183R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

AND

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Ninety-Four Revised (194R) and Lot Numbered One Hundred Ninety-Five Revised (195R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 27.

AFTER RECORDING MAIL TO:
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904

BOOK 581 PAGE 297

FILE # 1486 BLD

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)**
FORM NO. 801-7 Ed. 1/00

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 274397 recorded in
Liber 531, Folio 462 on September 2, 1988 (Date).

1. DEBTOR(S):

Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND, 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK
Address 9 EAST MAIN STREET, LITITZ, PENNSYLVANIA, 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. PARTIAL RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50

0191 103 T10:11
06/05/92

MARY M. ROSE
CIRCUIT COURT

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: Elwood C. Hecker
Elwood C. Hecker, Vice President

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Seventy-Nine Revised (179R); Lot Numbered One Hundred Eighty Revised (180R); and Lot Numbered One Hundred Eighty-Three Revised (183R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

AND

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Ninety-Four Revised (194R) and Lot Numbered One Hundred Ninety-Five Revised (195R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 27.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 280456 recorded in
Liber 554, Folio 121 on April 2, 1990 (Date).

1. DEBTOR(S):
 Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
 Address(es) 2444 SOLOMON ISLAND ROAD ANNAPOLIS MARYLAND 21401

2. SECURED PARTY:
 Name FARMERS FIRST BANK
 Address 9 EAST MAIN STREET LITITZ PENNSYLVANIA 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring, Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 2, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 2 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 2 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 2 below.

8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

RECORDED FEE 10.00
POSTAGE .50
MAY 10 1990
MAY 10 1990
CIRCUIT COURT

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: Elwood C. Hecker
Elwood C. Hecker, Vice President

DEBTOR(S)
(Necessary only if Item 4 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

(Type, Name and Title)

EXHIBIT "A" - LEGAL DESCRIPTION



Exhibit "A"
Legal Description

BOOK 581 PAGE 300

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Seventy-Nine Revised (179R); Lot Numbered One Hundred Eighty Revised (180R); and Lot Numbered One Hundred Eighty-Three Revised (183R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

AND

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Ninety-Four Revised (194R) and Lot Numbered One Hundred Ninety-Five Revised (195R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 5 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 193 thru 219, Section 8, Plat 23 and Section 9, Plat 27, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 27.

AFTER RECORDING MAIL TO:
FOUNTAINHEAD TITLE GROUP
12501 PROSPERITY DRIVE, #120
SILVER SPRING, MARYLAND 20904

BOOK 581 PAGE 301

FILE # 1269 BLD

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE (PARTIAL RELEASE)
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 280456 recorded in
Liber 554, Folio 121 on April 12, 1990 (Date).

1. DEBTOR(S):

Name(s) WOODBRIDGE CONSTRUCTION CORPORATION
Address(es) 2444 SOLOMON ISLAND ROAD, ANNAPOLIS, MARYLAND, 21401

2. SECURED PARTY:

Name FARMERS FIRST BANK
Address 9 EAST MAIN STREET, LITITZ, PENNSYLVANIA, 17543

Person and Address to whom Statement is to be returned if different from above.
Fountainhead Title Group, 12501 Prosperity Dr., Ste. 120, Silver Spring,
Maryland 20904

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
 - 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
 - 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
 - 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
 - 7. PARTIAL. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Any right, title, interest, chose in action, debt, claim, ownership or any other interest in property set forth below and marked as Exhibit "A" which legal description is incorporated by reference herein.

9. SIGNATURES.

FARMERS FIRST BANK
SECURED PARTY

BY: *Elwood C. Hecker*
Elwood C. Hecker, Vice President

DEBTOR(S)

(Type, Name and Title)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

EXHIBIT "A" - LEGAL DESCRIPTION

RECORD FEE 10.00
POSTAGE .50
MAY 11 1990
MARY H. ROSE
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lots Numbered Fifty-Nine (59) and Sixty (60) in Block Lettered "F" as shown on a Plat entitled, "Section 11, Plat 28, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 127, at Plat Number 9.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Sixty-Nine Revised (69R) in Block Lettered "F" as shown on a Plat entitled, "Administrative Lot Line Change -Resubdivision of Lots - Section 11, THE PROVINCES, Lots 66, 69 and 70", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 136, at Plat Number 2.

and

BEING KNOWN AND DESIGNATED as Lot Numbered Fourteen Revised (14R) in Block Lettered "H-H" as shown on a Plat entitled, "Sheet 1 of 7, Administrative Lot Line Change - Resubdivision of Lots - Block H-H, Lots 1 thru 35, Section 8, Plats 20, 21, 22 & 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 23.

and

BEING KNOWN AND DESIGNATED as Lot Numbered One Hundred Eighty-One Revised (181R), Lot Numbered One Hundred Eighty-Two Revised (182R) and Lot Numbered One Hundred Eighty-Four Revised (184R) in Block Lettered "C-C" as shown on a Plat entitled, "Sheet 4 of 7, Administrative Lot Line Change, Resubdivision of Lots - Block C-C, Lots 170 thru 192, Section 8, Plats 22 and 23, THE PROVINCES", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, at Plat Number 26.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS
RECORDATION TAX (IF DUE) PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

BOOK 581 PAGE 303

FINANCING STATEMENT

286536

1. Name & Address of Debtor: RICHARD L. HOWARD
ELIZABETH L. HOWARD
1429 Oak Bluff Road
Edgewater, MD 21037
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, MD 21401
3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

14.5

14.00
.50

#180890 CIP1 R03 T11:40
06/05/92
ROSE
JUST COURT

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Richard L. Howard (SEAL)
RICHARD L. HOWARD

Elizabeth L. Howard (SEAL)
ELIZABETH L. HOWARD

Secured Party:

BANK OF ANNAPOLIS ^{BOOK} 581 ^{PAGE} 304

By: *Steven G. Tyler* (SEAL)

Please return after recordation to:

Steven G. Tyler
Hyatt & Peters
1919 West Street
Annapolis, MD 21401

EXHIBIT "A"

BOOK 581 PAGE 305
BEING KNOWN AND DESIGNATED as Lot Number Two (2), Block 8,
CEDARHURST ON THE BAY, in the Seventh Assessment District of
Anne Arundel County, Maryland as per Plat of the same recorded
among the Land Records of Anne Arundel County in Plat Book
G.W. Section 3, folio 343.

BEING the same property which by deed dated May 26, 1992 and
recorded or intended to be recorded immediately prior hereto was
granted and conveyed unto RICHARD L. HOWARD and ELIZABETH L.
HOWARD.

File No. E-5308-92/cj
Return to: Executive Title Group, Ltd.,
8 Reservoir Circle - #105
Baltimore, MD 21208

NB130701.FIS
1720

BOOK 581 PAGE 306

NOT SUBJECT TO
RECORDATION TAX

INDEMNITY FINANCING STATEMENT 286537

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF
Anne Arundel COUNTY, MARYLAND AND WITH THE MARYLAND STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION

This Indemnity Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAMES AND ADDRESSES
OF INDEMNITORS:

JOSEPH W. LAZINSKY
HARRIET L. GLAZER
LEONARD J. ATTMAN
PHYLLIS B. ATTMAN
ALBERT A. KISHTER
FANNIE B. KISHTER
all co-partners trading
as Klag Realty - A
Joint Venture

RECORD FEE 31.00
POSTAGE .50

See Exhibit A attached hereto and made a part hereof for the addresses of the Indemnitors

04/05/92

2. NAME AND ADDRESS
OF SECURED PARTY:

NATIONSBANK OF MARYLAND
6610 Rockledge Drive
Bethesda, Maryland 20817
Attn: Real Estate Department

3. This Indemnity Financing Statement covers all right,
title and interest of the Indemnitors in and to the following
types (or items) of property:

(a) The interest of the Indemnitors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) (the "Property") described in a certain Indemnity Deed of Trust, Assignment and Security Agreement dated March 13, 1992 from the Indemnitors to Richard J. Hajjar and Alice A. Steely, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being

P
1
P

more particularly described in Exhibit B attached hereto and made a part hereof.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, management and license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income, fees and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Indemnity Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the

Property, substitutions therefor, and renewals and replacements thereof.

INDEMNITORS:

Joseph W. Lazinsky (SEAL)
Joseph W. Lazinsky, as a
co-partner of Klag Realty-A
Joint Venture

Harriet L. Glazer (SEAL)
Harriet L. Glazer, as a
co-partner of Klag Realty-A
Joint Venture

Leonard J. Attman (SEAL)
Leonard J. Attman, as a
co-partner of Klag Realty-A
Joint Venture

Phyllis B. Attman (SEAL)
Phyllis B. Attman, as a
co-partner of Klag Realty-A
Joint Venture

Albert A. Kishter (SEAL)
Albert A. Kishter, as a
co-partner of Klag Realty-A
Joint Venture

Fannie B. Kishter (SEAL)
Fannie B. Kishter, as a
co-partner of Klag Realty-A
Joint Venture

Filing Officer: After recordation, please return this Indemnity
Financing Statement to:

John R. Rutledge, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

Executive Title Group, Ltd.,
8 Reservoir Circle - #105
Baltimore, MD 21208

ADDRESSES OF INDEMNITORS

BOOK 581 PAGE 309

JOSEPH W. LAZINSKY
725 Mt. Wilson Lane
Baltimore, MD 21208-1105

HARRIET L. GLAZER
4001 Old Court Road, #300
Baltimore, MD 21208

LEONARD J. ATTMAN
PHYLLIS B. ATTMAN
16 Talton Court
Baltimore, Maryland 21208

ALBERT A. KISHTER
FANNIE B. KISHTER
506 Harper House
Baltimore, MD 21210

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING for the same at the southwest corner of Lot 22 at point #6 as shown on a plat entitled "Sun Valley", Section 5, recorded among the plat records of Anne Arundel County, Maryland in Plat Book 31 at Page 15, and running thence with and binding on the rear of Lots 22 thru 33 as shown on the plat firstly mentioned above, and also the west side of a 5.00 feet wide easement,

(1) South 25° 02' 43" East 720.00 feet to point #38 as shown on said plat, thence continuing across the west end of Albert Drive 50.00 feet wide as shown on the aforementioned plat,

(2) South 25° 02' 43" East 50.00 feet to point #36, thence running with and binding on the west side of Lots 34 - 35 and reserved parcel "A", and also in part along the west side of a 5.00 feet wide easement,

(3) South 10° 02' 22" West, 278.12 feet to point #22 as shown on said plat mentioned above, thence

(4) North 79° 57' 38" West 256.79 feet to a point on the east side of a widening strip at point #1, thence running with and binding on the east side of said widening strip,

(5) North 25° 02' 43" West 675.00 feet, thence leaving the east side of said widening strip and running for the following three (3) courses and distances, viz:

(6) North 64° 57' 17" East 150.00 feet,

(7) North 25° 02' 43" West 175.00 feet to the outline of Sun

PROPERTY DESCRIPTION ^{BOOK} 581 ^{PAGE} 311

cont'd

Valley, section 4, recorded among the plat records of Anne Arundel county, Maryland in plat book 31 at page 14, thence running with the outline of said section 4 and also part of Lot 94, and all of Lots 95-96 and 97 as shown on the plat secondly mentioned above, and

(B) North 66° 57' 17" East 220.00 feet to the point of beginning,

Containing 7.097 acres of land, more or less.

Being the same property described in the Chicago Title Insurance Company Commitment Case No. E-5308-92 Schedule A, Page 2 dated March 16, 1992.

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00.

286538

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court Anne Arundel County

5. Debtor(s) Name(s): Sun Ventures, Inc. Address(es): 2957 Jessup Road
Jessup, MD 20794

RECORD FEE 11.00
RECORD TAX 350.00
POSTAGE .50
#468400 C489 R02 T09:18
06/05/92

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charies Street
Baltimore, Maryland 21201
Attention: LDRU 250603

MARY M. ROSE
AA CO. CIRCUIT COURT

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Sun Ventures, Inc.

By: X [Signature] (Seal) _____ (Seal)
David L. Townsend, President

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

1100
3500

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 225,000.00

286539

SEE ATTACHED ALLOCATION OF RECORDATION TAXES

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments & Taxation

5. Debtor(s) Name(s): KDT, Inc. t/a Rent America

Address(es): 7532 Ritchie Highway
Glen Burnie, MD 21061

RECORDATION FEE: 12.00
POSTAGE .50
#448410 CASH R02 TOP:18
06/05/92
MARY H. ROSE
AA CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK
Attention: LDRU 250603

Address: 100 South Charles Street
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

kwc
Tom A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

kwc
Tom B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

kwc
Tom C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions thereof.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

B. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: KDT, Inc. t/a Rent America

By: X *Kenneth W. Cox, President* (Seal) _____ (Seal)
Kenneth W. Cox, President

By: X *Tracey J. Morgan, Secretary/Treasurer* (Seal) _____ (Seal)
Tracey J. Morgan, Secretary/Treasurer

(Seal) _____ (Seal)

(Seal) _____ (Seal)

12.00
50

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

**CERTIFICATION FOR ALLOCATION OF
MARYLAND RECORDATION TAX**

Date: 4/20/92

TO: State Department of Assessments and Taxation

REFERENCE: KDT, Inc. t/a Rent America

With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of Inventory and Other Exempt Collateral \$ 228,842.00
2. Value of Equipment and Other Non-Exempt Collateral \$ 28,660.00
3. Total Value of Collateral \$ 257,503.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
Total Collateral				
\$ <u>228,843.00</u>	X	\$ <u>225,000.00</u>	=	\$ <u>199,957.00</u>
\$ 257,503.00				

5. Amount of Non-Exempt Debt: \$ 25,042.43

6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:

$$\frac{\$ 3.30}{1000} \times \$ 25,500.00 = \$ 84.15$$

KDT, Inc. t/a Rent America

By: Kenneth W. Cox (SEAL)
Kenneth W. Cox, President

By: Tracey J. Morgan, Secretary/Treasurer (SEAL)
Tracey J. Morgan, Secretary/Treasurer

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 548 Page No. 554
Identification No. 279280 Dated 12/5/89

1. Debtor(s) { JEROME M. WILLIAMS c/o WILLIAMS PROPERTIES
Name or Names—Print or Type
6660 DOBBIN ROAD COLUMBIA, MARYLAND 21045
Address—Street No., City - County State Zip Code

2. Secured Party { SIGNET BANK/MARYLAND SIGNET TOWER
Name or Names—Print or Type
7 ST. PAUL STREET BALTIMORE, MARYLAND 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) NONE

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1050

Dated: 5/1/92

SIGNET BANK/MARYLAND
Name of Secured Party
Mark A. Cunningham
Signature of Secured Party
MARK A. CUNNINGHAM, VICE PRESIDENT
Type or Print (Include Title & Company)

Loan Form T-1

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388
158-328 Department

MD - local

BOOK 581 PAGE 316

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286540

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Federal Leasing, Inc.
Address 2070 Chain Bridge Road, #490, Vienna, Virginia 22182

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All Debtor's right, title, and interest, but none of the duties, in the Federal Government Financing Agreement dated September 30, 1991, and Delivery Orders 1-6 thereto, between Debtor and Compression Labs, Incorporated ("CLI"), and in the equipment as further described in Delivery Order Nos. 1-6, attached hereto, and all replacements, substitutions, additions, accessions thereto, all chattel paper, accounts, general intangibles and monthly payments due or to become due under Purchase Order Nos. 34667, 34665, 34664, 35519, 33520, 35703, and 35711 to Subcontract Agreement dated July 23, 1990 between CLI and Oklahoma State University, Education and Research Foundation, Inc., including all amendments, supplements, renewals and extensions thereto.

RECORD FEE 29.00
PROPERTY .50
#485748 2209 R01 713:27
06/05/92
ROSE
COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Daniel C. Morley
Federal Leasing, Inc.
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Anne Arundel County, MD
(7308-10)
Not subject to recordation Tax.
Signature of Secured Party: John Zelenak AVP
The CIT Group/Equipment Financing, Inc.
Type or Print Above Signature on Above Line

29
150

FEDERAL GOVERNMENT
FINANCING AGREEMENT
DELIVERY ORDER NUMBER 1

Effective Date of this Order: September 30, 1991

BOOK **581** PAGE **317**

This Order is placed pursuant to the Federal Government Financing Agreement dated September 30, 1991 between Federal Leasing, Inc. and Compression Labs, Incorporated

A. SUBCONTRACT REFERENCE:

Dated: July 23, 1990

Order Number: 34667

Date: August 16, 1990

No. of Amendments: _____
(as of the Effective Date of this Order.)

Issuing Address:

Oklahoma State University

Education and Research Foundation, Inc

204 Whitehurst Hall

Stillwater, OK 74078

B. EQUIPMENT SCHEDULE:

Acceptance Date: October 1, 1990

<u>Qty.</u>	<u>Description</u>	<u>Serial Number</u>
1	Codec Rembrandt II Dual Display	7583
1	Standard Room System Gallery 235 Shure Audio Special Shure Mic Extender Special Push-to-talk Mic System Lavalier Microphone Omni-Directional Mic Special Graphics Stand Video Router Extra Speakers	5229

FEDERAL GOVERNMENT
FINANCING AGREEMENT
DELIVERY ORDER NUMBER 2

Effective Date of this Order: September 30, 1991 BOOK **581** PAGE **318**

This Order is placed pursuant to the Federal Government Financing Agreement dated September 30, 1991 between Federal Leasing, Inc. and Compression Labs, Incorporated

A. SUBCONTRACT REFERENCE: Issuing Address:
Dated: July 23, 1990 Oklahoma State University
Order Number: 34664 Education and Research Foundation, Inc
Date: August 16, 1990 204 Whitehurst Hall
No. of Amendments: _____ Stillwater, OK 74078
(as of the Effective Date of this Order.)

B. EQUIPMENT SCHEDULE:

Acceptance Date: October 15, 1990

<u>Qty.</u>	<u>Description</u>	<u>Serial Number</u>
5	Codec Rembrant II Dual Display	7394, 7381, 7392, 7403, 7402
5	Standard Room System Gallery 235 Shure Audio Special Shure Mic Extender Special Push-to-talk Mic System Lavalier Microphone Omni-Directional Mic Special Graphics Stand Video Router Extra Speakers	5186, 5185, 5191, 5188, 5193

FEDERAL GOVERNMENT
FINANCING AGREEMENT
DELIVERY ORDER NUMBER 3

Effective Date of this Order: September 30, 1991

BOOK 581 PAGE 319

This Order is placed pursuant to the Federal Government Financing Agreement dated September 30, 1991 between Federal Leasing, Inc. and Compression Labs, Incorporated

A. SUBCONTRACT REFERENCE:

Dated: July 23, 1990

Order Number: 34665

Date: August 16, 1990

No. of Amendments: _____
(as of the Effective Date of this
Order.)

Issuing Address:

Oklahoma State University

Education and Research Foundation, Inc

204 Whitehurst Hall

Stillwater, OK 74078

B. EQUIPMENT SCHEDULE:

Acceptance Date: November 1, 1990 and November 15, 1990

<u>Qty.</u>	<u>Description</u>	<u>Serial Number</u>
2	Codec Rembrandt II Dual Display	7396, 7385
2	Standard Room System Gallery 235 Shure Audio Special Shure Mic Extender Special Push-to-talk Mic System Lavalier Microphone Omni-Directional Mic Special Graphics Stand Video Router Extra Speakers	5184, 5192

FEDERAL GOVERNMENT
FINANCING AGREEMENT
DELIVERY ORDER NUMBER 4

BOOK 581 PAGE 320

Effective Date of this Order: September 30, 1991

This Order is placed pursuant to the Federal Government Financing Agreement dated September 30, 1991 between Federal Leasing, Inc. and Compression Labs, Incorporated

A. SUBCONTRACT REFERENCE:

Issuing Address:

Dated: July 23, 1990

Oklahoma State University

Order Number: 34665/35519

Education and Research Foundation, Inc

Date: 08/16/90 / 10/01/90

204 Whitehurst Hall

No. of Amendments: _____
(as of the Effective Date of this Order.)

Stillwater, OK 74078

B. EQUIPMENT SCHEDULE:

Acceptance Date: January 10, 1991 and January 15, 1991

<u>Qty.</u>	<u>Description</u>	<u>Serial Number</u>
3	Codec Rembrandt II Dual Display	7585, 7598 7433
3	Standard Room System Gallery 235 Shure Audio Special Shure Mic Extender Special Push-to-talk Mic System Lavalier Microphone Omni-Directional Mic Special Graphics Stand Video Router Extra Speakers	5230, 5228 5207

Effective Date of this Order: September 30, 1991 BOOK **581** PAGE **321**

This Order is placed pursuant to the Federal Government Financing Agreement dated September 30, 1991 between Federal Leasing, Inc. and Compression Labs, Incorporated

A. SUBCONTRACT REFERENCE:

Dated: July 23, 1990

Order Number: 35520

Date: October 1, 1990

No. of Amendments: _____
(as of the Effective Date of this Order.)

Issuing Address:

Oklahoma State University

Education and Research Foundation, Inc

204 Whitehurst Hall

Stillwater, OK 74078

B. EQUIPMENT SCHEDULE:

Acceptance Date: February 15, 1991

<u>Qty.</u>	<u>Description</u>	<u>Serial Number</u>
1	Codec Rembrandt II Dual Display	7553
1	Standard Room System Gallery 235 Shure Audio Special Shure Mic Extender Special Push-to-talk Mic System Lavalier Microphone Omni-Directional Mic Special Graphics Stand Video Router Extra Speakers	5286

FEDERAL GOVERNMENT
FINANCING AGREEMENT
DELIVERY ORDER NUMBER 6

Effective Date of this Order: September 30, 1991

BOOK **581** PAGE **322**

This Order is placed pursuant to the Federal Government Financing Agreement dated September 30, 1991 between Federal Leasing, Inc. and Compression Labs, Incorporated

A. SUBCONTRACT REFERENCE:

Dated: July 23, 1990

Order Number: 35703/35711

Date: 01/04/91 / 01/14/91

No. of Amendments: _____
(as of the Effective Date of this
Order.)

Issuing Address:

Oklahoma State University

Education and Research Foundation, Inc

204 Whitehurst Hall

Stillwater, OK 74078

B. EQUIPMENT SCHEDULE:

Acceptance Date: March 15, 1991

<u>Qty.</u>	<u>Description</u>	<u>Serial Number</u>
6	Codec	7713, 7735
	Rembrandt II	7758, 7599
	Dual Display	7728, 7693
6	Standard Room System	5362, 5359
	Gallery 235	5363, 5361
	Shure Audio	5364, 5360
	Special Shure Mic Extender	
	Special Push-to-talk Mic System	
	Lavalier Microphone	
	Omni-Directional Mic	
	Special Graphics Stand	
	Video Router	
	Extra Speakers	

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Capital Printing Company
2000 Capital Drive
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
ORIX Credit Alliance, Inc.
140 Route 17N, Ste 312
Paramus, N.J. 07652

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

RECORDED 0263 PM 11:31

06/05/92

MARY M. ROSE

ANNE ARUNDEL COUNTY COURT

BOOK 581 PAGE 323

4. This statement refers to original Financing Statement bearing File No. 268838
Filed with clerk of the court Anne Arundel Cty Date Filed September 24, 1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

1050

No. of additional Sheets presented:

Capital Printing Company

ORIX Credit Alliance, Inc.

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. 286541

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in the land records, check here []

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Orion Dunn

Address 4583 Owensville Sudley Rd., Harwood, MD. 20776

2. SECURED PARTY

Name Colonial Farm Credit, ACA

Address 6526 Mechanicsville Turnpike, Mechanicsville, VA. 23111

Colonial Farm Credit, ACA 6231 Crain Highway, Upper Marlboro, MD. 20772

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK [X] THE LINES WHICH APPLY

- 3. This financing statement covers the following types (or items) of property.
 - [] CROPS [] FARM PRODUCTS [] INVENTORY
 - [X] FARM MACHINERY AND EQUIPMENT
 - [] OTHER COLLATERAL (give type)
 - [X] After-acquired property of above types; products and proceeds of collateral.
 - [X] ALL stock and participation certificates, including rights thereto, issued to Debtor by Secured Party.
- 4. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
- [] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is _____

Michael Orion Dunn
(Signature of Debtor)

Michael Orion Dunn
Type or Print Above Signature on This Line

(Signature of Debtor)

Type or Print Above Signature on This Line

Colonial Farm Credit, ACA
(Type Name of Secured Party)

By: Mildred E. Hook
(Signature of Secured Party)

Mildred E. Hook
Type or Print Above Signature on This Line

1128

FINANCING STATEMENT (FORM UCC-1)

286542

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Rieve's Store, Inc.
8374 Piney Orchard Parkway
Odenton, MD 21113

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

ASSIGNEE OF LESSOR:
THE BANK OF GLEN BURNIE
P. O. Box 70
Glen Burnie, Maryland 21061

RECORDED 11.00
INDEXED .50
RECEIVED 10/11/84
10/11/84
MARYLAND STATE ARCHIVE

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 Vulcan Grill 36" Model MGG36
- 2 Frymaster Fryers; S/S Tank with S/S Front & Casters
- 1 Eagle Equipment Stand with Board & Casters Model T3038GS
- 1 Hood with fire system
- 1 Lakeside Cart Model 211 with Full Pan PWE20122 & Screen HLPG1018 with BW2-120 Warmer

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Rieve's Store, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: [Signature]

BY: [Signature]

Carl W Rieve Pres
PRINT NAME & TITLE:

Grace M Cullage, Underwriter

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

1152

AA

FINANCING STATEMENT (FORM UCC-1)

BOOK 581 PAGE 326

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

LESSEE: Cunningham Paving Company, Inc.
Rt 3 and Capitol Raceway Road
Crofton, MD 21114

286543

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

ASSIGNEE OF LESSOR:

MARYLAND NATIONAL BANK
100 South Charles Street
Baltimore, MD 21201



RECEIVED 11/10/92
11/10/92
11/10/92
11/10/92

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
(1) ADDCO DH-1000 Variable Message System
SN# 610FCD

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND
REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Cunningham Paving Company, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Gloria Jh

BY: Grace M Cullage

Gloria Cunningham Pres
PRINT NAME & TITLE:

Grace M Cullage, Underwriter

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

118

AA



286544

BOOK 581 PAGE 327

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Gilbert P. Lucas D/B/A Saleem Home Craft 1694 Secretariat Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) Commerce Funding Corporation 1945 Old Gallows Road Suite 205 Vienna, VA 22182-3931	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #404530 C26J R01 T15:04 06/05/92 MARY M. ROSE ANNE ARUNDEL COUNTY
4. This financing statement covers the following types (or items) of property: All accounts receivable now or hereafter due Debtor.		5. Assignee(s) of Secured Party and Address(es)

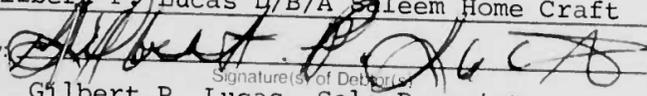
"NOT SUBJECT TO RECORDATION TAX"

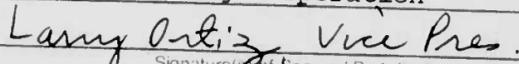
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:  Anne Arundel County

Gilbert P. Lucas D/B/A Saleem Home Craft
 By: 
 Signature(s) of Debtor(s)
 Gilbert P. Lucas, Sole Proprietor

Commerce Funding Corporation
 By: 
 Signature(s) of Secured Party(ies)
 Larry Ortiz, Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286545

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

The Inventory is Equipment.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.
Address 1223 Dorsey Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.
Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE .50
#406580 0263 R01 115104
06/05/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

Marvin J. Stursa, V.P.
(Signature of Debtor)

Marvin J. Stursa, V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

Frankie Tetlow
(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Signature on Above Line

17-50

300 Lighting Way
Secaucus, New Jersey 07096-1525

NEW YORK NEW YORK NEW YORK
NEW YORK NEW YORK NEW YORK

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 29th day of May, 1992 by and between

Powerscreen Equipment Rentals, Inc., having its principal place of business at

(Name of Mortgagor)

1223 Dorsey Road Glen Burnie, Maryland 21061

(Address of Mortgagor)

"Mortgagor", and ORIX Credit Alliance, Inc. "Mortgagee";
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagor's request Mortgagee will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS

Bernice Barend
Secretary/Witness

... Powerscreen Equipment Rentals, Inc. (Seal)
Mortgagor
By *Marvin J. Stursa* (Title)

STATE OF Maryland
COUNTY OF Anne Arundel } SS

Marvin J. Stursa being duly sworn, deposes and says:

1. He is the *Vice President* of Powerscreen Equipment Rentals, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this *29th* day of *May*, 19 *92* *Marvin J. Stursa*
Bernice Barend
NOTARY PUBLIC

(Notarial Seal)
STATE OF *Maryland*, COUNTY OF *Anne Arundel*, SS:
Bernice Barend, a Notary Public duly qualified in and for said County and State, do hereby certify that on this *29th* day of *May*, 19 *92* in (Place) *Anne Arundel* in said County, before me personally appeared *Marvin J. Stursa* to me personally well known

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership) and known as and to be member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the <i>Vice President</i> of <i>Powerscreen Equipment Rentals Inc</i> <i>Marvin J. Stursa</i> who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at <i>21 Boone Hall, Severna Park MD 21146</i> that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
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Given under and witness my hand and official seal the day and year in this certificate first above written
(Notarial Seal) *Bernice Barend*
NOTARY PUBLIC

SCHEDULE "A"

BOOK 581 PAGE 331

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated May 29, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Powerscreen	MKIII	3204861
One (1)	Powerscreen	MKII	2731965
And all attachments and accessories thereto.			

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

ORIX Credit Alliance, Inc.

By: _____

Debtor/Purchaser/Mortgagor/Lessee:

Powerscreen Equipment Rentals, Inc.

By: *[Signature]*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 581-332

86546

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D. L. Miller Bachhoe Sr. Inc.
Address 5272 Chalk Point Road West River MD 20778

2. SECURED PARTY

Name Outdoor Power.
Address 436 Chingwapa Road RD.
Annapolis MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 New BOBM Sert# 50895
1 New TL420 Sert# 10888
1 New BT750AR Sert# 50350
1 New BT 1953 Sert# TRS1
1 New BT 1952 Sert# 10514

RECORD FEE 11.00
Name and address of Assignee
KUBOTA CREDIT CORPORATION, USA
1025 Northbrook Parkway
Suwanee, Georgia 30174

MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

DAVID LEE MILLER D.L. Miller Bachhoe Sr. Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

JUDY LONG
Type or Print Above Signature on Above Line

Handwritten marks: 115, 4



286547

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es) Concrete Placing Services of MD., Inc. 708 N. Crain Highway Glen Burnie, MD 21061</p>	<p>2. Secured Party(ies) and address(es) Concrete Placement, Inc. 820 Cheyenne Kansas City, KS 66105</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p> RECORD FEE 21.00 POSTAGE .50 #181830 C191 MO 11:31:55 06/05/92</p>
<p>4. This financing statement covers the following types (or items) of property: "All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, contract rights, receivables, accounts receivable, general intangibles, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to debtor or in which debtor has any interest and any and all proceeds thereof as described in attached entire agreement and/or in any schedule prepared in connection therewith. This form and/or the attached security agreement and/or schedule are being submitted for filing as a financing statement."</p>		<p>5. Assignee(s) of Secured Party and Address(es) ORIX Credit Alliance, Inc. P.O. Box 12318 North Kansas City, MO 64116</p>

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Recorder of Deeds—Ann Arundel County, MD

<p>Concrete Placing Services of MD., Inc. _____ By: (See attached for signature) _____ Signature(s) of Debtor(s)</p>	<p>ORIX Credit Alliance, Inc. _____ By:  _____ Signature(s) of Secured Party(ies)</p>
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STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 22nd day of May, 1992 by and between

Concrete Placing Services of MD., Inc.

(Name of Mortgagor)

708 N. Crain Highway, Glen Burnie, MD 21061

(Address of Mortgagor)

Concrete Placement, Inc.

"Mortgagee";

"Mortgagor", and (If Mortgagee named above is not Orix Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to Orix Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.)

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this Instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

William J. Deane
Secretary/Witness

Concrete Placing Services of MD., Inc. (Seal)
Mortgagor
By *William J. Brown*
William J. Brown, President (Title)

STATE OF _____ } SS.
COUNTY OF _____

William J. Brown being duly sworn, deposes and says:

1. He is the President of Concrete Placing Services of MD., Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 22ND day of MAY, 19 92
McKays, Anderson
NOTARY PUBLIC

William J. Brown
William J. Brown

(Notarial Seal)
STATE OF Missouri COUNTY OF Jackson, SS:

McKays, Anderson, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 22ND day of May, 19 92 in (Place) Kansas City in said County, before me personally appeared William J. Brown to me personally well known

(For Individual)
es and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for end to be his end said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be end who acknowledged himself to be the President of Concrete Placing Services of MD., Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he

knows the contents of said instrument; that he resides at _____ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation. In pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

McKays, Anderson
NOTARY PUBLIC

SCHEDULE "A"

BOOK **581** PAGE **336**

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or _____ dated _____ May 22, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
(1)	Schwing Concrete Pump mounted on	1986 BPL900/ KVM28	170210498
(1)	Ford Truck	1986 F8000	1FDYW80U2GVA 14722
(1)	Schwing 36 Meter Concrete Pump and Boom	1986	170511046 6802096
(1)	mounted on Mack Truck	1986	1M2K166C4GM 001080

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

Concrete Placement, Inc.
By: *[Signature]*

CA-L-28

Debtor/Purchaser/Mortgagor/Lessee:

Concrete Placing Services of MD., Inc.
By: *[Signature]* (PRE)
William J. Brown, President



ASSIGNMENT

BOOK 581 PAGE 337

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 22, 1992, between Concrete Placement, Inc., as Seller/Lessor/Mortgagee, and Concrete Placing Services of MD., Inc. 708 N. Crain Highway, Glen Burnie, MD 21061

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to OCAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that OCAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that OCAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and OCAI, if any, applicable to the purchase of paper as defined therein, by OCAI from us, are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if OCAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 301,386.54

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 22nd day of May, 19 92.

Concrete Placement, Inc. (Seal)
Seller/Lessor/Mortgagee
By: *[Signature]* (PRES)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5

To Be Recorded In:

- ___ Land Records of Anne Arundel County
 ✓ Financing Statement Records of Anne Arundel County
 ___ State Department of Assessments and Taxation

Subject to Recordation Tax:
 Principal Amount is \$125,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: April 9, 1992FINANCING STATEMENT

1. Debtor: *RLC*
 LEIGH HOMES, ~~INC~~
 INCORPORATED
 Address:
 230 Sundew Lane
 Pasadena, Maryland 21122
2. Secured Party:
 FAIRVIEW FEDERAL SAVINGS &
 LOAN ASSOCIATION
 Address:
 9171 Baltimore National Pike
 Ellicott City, Maryland 21043
 Attn: Charles C. Holman,
 Executive Vice President
3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

1352

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:
INCORPORATED *Rhe*
LEIGH HOMES, ~~XXX~~

By: *[Signature]*
Name: *Russell L. Garufi*
Title: *President*

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT LOT OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 34, as shown on the plat entitled "P.U.D. No. 2, Section 425, Plat Two, Heritage Harbour," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 101, folio 17, Plat No. 5242. The improvements thereon to be known as 2540 Mission Hills Court.

leigh2desc.cwj (ws10)
R&E 102-728

Debtor or Assignor Form

Anne Arundel Co.

MARYLAND FINANCING STATEMENT

055982

Not subject to Recordation Tax
Subject to Recordation Tax; Principal Amount is \$
To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)
Rec. Tax of \$160.00 paid to Balto. County on 9/3/91.

DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Omni Service Transportation, Ltd.
(Name)

Attn: Phillip Kunzelman
(Name of Loan Officer)

703 Chesapeake Ave.
(Address)

25 S. Charles St.
(Address)

BANC: 101-560

Baltimore, Maryland 21225

Baltimore, MD 21201

RECORD FEE

11.00

POSTAGE

.50

8674890 0A03 1008 109:07

06/08/92

1. This Financing Statement covers the following types (or items) of property (the collateral): (attached separate list if necessary)

(1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, trade names, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets;" (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from the following real estate.

Record Owner, if different from the Debtor:

3. Products of the collateral are also specifically covered.

4. Mr. Clerk; Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

Omni Service Transportation, Ltd. (Seal)

(Seal)

(Signature)

(Signature)

Francis M. Smith, III, Pres.

(Print or Type Name)

(Print or Type Name)

155982

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

Not subject to Recordation Tax
Subject to Recordation Tax; Principal Amount is \$
To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)
Rec. tax pd. of \$160.00 to Balto. Co. on 9/3/91.

DEBTOR SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Omni Service Transportation, Ltd. Attn: Phillip Kunzelman
703 Chesapeake Ave. 25 S. Charles St. BANC: 701-560
Baltimore, Maryland 21225 Baltimore, MD 21201

RECORD FEE 12.00
POSTAGE .50
06/09/92

1. This Financing Statement covers the following types (or items) of property (the collateral): (attached separate list if necessary)

(1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents chattels, leasehold improvements, installment purchase and/or sales contracts bonds, stocks, certificates, advances, deposits, trade names, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts, Inventory, shall herein be called "Assets;" (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from the following real estate.
703 Chesapeake Ave. Baltimore, Md. 21225
Record Owner, if different from the Debtor:

3. Products of the collateral are also specifically covered.
4. Mr. Clerk; Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR) DEBTOR (OR ASSIGNOR)
Omni Service Transportation, Ltd. (Seal) (Seal)
Francis M. Smith, III, Pres.
(Print or Type Name) (Print or Type Name)

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

255982

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Hein Bros., Incorporated
 Address(es): 7400 Baltimore-Annapolis Blvd.
 Glen Burnie, Maryland 21061

6. Secured Party: MARYLAND NATIONAL BANK
 Attention: LDRU 250603
 Address: 100 South Charles Street
 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

G. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Hein Bros., Incorporated

By: [Signature] (Seal) _____ (Seal)
 Carl E. Hein, Jr., President
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

G.L.

11.00
 .50
 POSTAGE
 06/03/92

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atlantic Utilities, Inc.
Address 8174 Ritchie Highway, Pasadena, MD 21122

286554

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70, Glen Burnie, MD 21061

CHARLES W. AYRES, JR., P.O. Box 670, Glen Burnie, MD 21060

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtor's general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtor's accounts or accounts receivable.

This is to include but is not limited to the corporation's right to collect utility fees and charges from its customers.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

158

Milton Horn, Pres.
(Signature of Debtor)

Milton Horn, Pres., Atlantic Utilities, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stephen G. Boyd, Senior Vice Pres.
(Signature of Secured Party)

The Bank of Glen Burnie
Type or Print Above Signature on Above Line

(91)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272836RECORDED IN LIBER 527 FOLIO 24 ON 5/17/88 (DATE)

1. DEBTOR

Name Harwood Excavating, Inc.
Address 233 Harwood Road, Harwood, MD 20776

2. SECURED PARTY

Name Dresser Credit Corporation
Address 3201 North Wolf Road
Franklin Park, IL 60131

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <p style="text-align: center;">Termination</p>

Dated 5/1/92

Quint Gillies
 (Signature of Secured Party)
 Dresser Credit Corporation
 Type or Print Above Name on Above Line

\$2844.96
#44100792

STATE OF MARYLAND

BOOK 581 PAGE 348

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/18/96 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286555

Name Thomas & Alyssa Hartman
Address 429 Maryland Ave. Pasadena MD

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24 B DEFENSE ST
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/18/96

4. This financing statement covers the following types (or items) of property: (list)

Water and Sewer

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas M Hartman
(Signature of Debtor)

THOMAS M HARTMAN
Type or Print Above Name on Above Line

Alyssa J Hartman
(Signature of Debtor)

Alyssa A Hartman
Type or Print Above Signature on Above Line

Michael J...
(Signature of Secured Party)

MICHAEL GORDY
Type or Print Above Signature on Above Line

17.52

#26774079
#225076

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/6/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 286556

1. DEBTOR

Name Ray and Ida Haas
Address 1573 Alcova Dr. Bowieville MD 21035

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.
Address 24 B DEFENSE ST.
ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/6/96

4. This financing statement covers the following types (or items) of property: (list)

1 Equalizer



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ray Haas
(Signature of Debtor)

Ray Haas
Type or Print Above Name on Above Line

Ida Haas
(Signature of Debtor)

Ida Haas
Type or Print Above Signature on Above Line

Michael Jones
(Signature of Secured Party)

MICHAEL JONES
Type or Print Above Signature on Above Line

50

2888.54
4414 0634

STATE OF MARYLAND

BOOK 581 PAGE 350

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5-5-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286557

Name HARRY C. LEWIS
Address 7801 HAMBOR DR PASADENA MD

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24 B DEFENSE ST.

ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/5/96

4. This financing statement covers the following types (or items) of property: (list)

water Cond System

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

HARRY C. LEWIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MICHAEL GORDY
Type or Print Above Signature on Above Line

1150

10755 York Road, Cockeysville, Maryland 21030-2114

FINANCING STATEMENT	
ACCOUNT NO	40068
LEASE NO	4582

SECURED PARTY

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)
Jonathan P. Forman, M.D.		Same
407 S. Crain Highway, Suite 105		
Glen Burnie, MD 21061		
PHONE 760-4400		PHONE

QUANTITY	MAKE — MODEL — SERIAL # — DESCRIPTION	PRICE
1	Minolta 2151 (#3619409) - (incl. doc. handler)	
1	Minolta Cabinet for 2151	
1	Advance Surge Protector - Max 2	

TO BE
 NOT TO BE

RECORDED IN FINANCING STATEMENT

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL
 AMOUNT OF \$ 2500.00

- This Financing Statement covers the above described equipment:
 (Describe - attach separate list if necessary)
- Proceeds of collateral are covered.
- Products of collateral are not covered.

1.50
 1.00
 10.00
 14.00
 3.50
 \$ 29.00 FEE

DEBTOR (S):

Jonathan P. Forman, M.D.
 (SIGNATURE OF DEBTOR) TITLE

JONATHAN P FORMAN MD OWNER
 TYPE OR PRINT TITLE

 (SIGNATURE OF DEBTOR)

 TYPE OR PRINT

SECURED PARTY:

 ABSSCO ENTERPRISES

BY: _____

 (SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT
 TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES
 10755 York Road
 Cockeysville, Maryland 21030-2114

11
 17
 .50

FINANCING STATEMENT (FORM UCC-1)

NOT SUBJECT TO RECORDING TAX
(Conditional Sale Contract-Lessor is Seller and Lessee Purchaser of Equipment)

286559

LESSEE: Drs. Kopack, Shelton & Hoffman, M.D., P.A.
121 Old Solomon's Island Road
Annapolis, MD 21401

LESSOR: BUTLER LEASING COMPANY
P.O. Box 677
Hunt Valley, Maryland 21030-0677

ASSIGNEE OF LESSOR:

MARYLAND NATIONAL BANK
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
Computer System per Schedule attached hereto and made a part hereof

78

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Drs. Kopack, Shelton & Hoffman, M.D., P.A.

LESSOR
BUTLER LEASING COMPANY

BY: [Signature]

BY: [Signature]

BENJAMIN HOFFMAN
PRINT NAME & TITLE: Partner

Grace M. Cullage, Underwriter

FILING OFFICER: Please record and return to:
BUTLER LEASING COMPANY
P. O. Box 677
Hunt Valley, Maryland 21030-0677
(410) 771-9600

118



Butler Leasing Company
SCHEDULE
EQUIPMENT

AGREEMENT NO. _____

BOOK 581 PAGE 353

This Schedule is attached to and made a part of the above referenced AGREEMENT.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	MBA SOFTWARE PACKAGE INCLUDING: TRAINING, CONVERSION, CUSTOMIZATION 17 HOURS, APPOINTMENT SCHEDULING, DW/36 WORD PROCESSING
1	IBM 5363 P20/17MBHD/TAPE DRIVE
3	IBM 3196 WORKSTATIONS
2	IBM 3197 WORKSTATIONS
1	IBM PRINTER
1	EPSON PRINTER

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 27, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sunshine Homes, Inc.

Address 8435 Elvaton Road Millersville, Md. 21108

286560

2. SECURED PARTY

Name Bobcat of Baltimore, Inc.

Address 1415 Bush St. Suite 140 Baltimore, Md. 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Melroe Model 743B Bobcat S/N 509315502
- 1 6702840 Segmated Tire Option
- 1 6576891 60" C & I Bkt w/o/teeth
- 1 6656380 Tooth Bar
- 1 6702668 40 Series Cab
- 1 6702831 Front Auxiliary Hydraulics
- 1 Beck Model EL19 Trailer S/N 44BH62021NL004797

Name and address of Assignee
CLARK CREDIT CORPORATION
 500 CIRCLE DRIVE
 BUCHANAN, MI 49107-1395

* This covers a Conditional Sales Contract

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Q.L.

Shunshine Homes, Inc.

(Signature of Debtor)

James B. Edwards
Type or Print Above Name on Above Line

Bobcat of Baltimore, Inc.

(Signature of Secured Party)

Donald L. Chatman

(Signature of Debtor)

Donald L. Chatman President

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

INDEMNITY FINANCING STATEMENT

TO BE RECORDED:

286561

- ___ Among the Land Records of Anne Arundel, Maryland
- ___ Among the Financing Statement Records of Howard County, Maryland
- X ___ Among the Financing Statement Records of Anne Arundel County, Maryland
- ___ Among the State Department of Assessments and Taxation Financing Statement Records

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

No documentary stamps are required to be affixed to the Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

INDEMNITY FINANCING STATEMENT

1. Indemnity Debtor:

Hallmark Builders, Incorporated
P.O. Box 1018
Columbia, Maryland 21044

2. Secured Parties:

- (a) MERCANTILE MORTGAGE CORPORATION
16 South Calvert Street
Suite 808
Baltimore, Maryland 21202
and
- (b) MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Two Hopkins Plaza
Baltimore, Maryland 21201

75

3. Maturity Date of Obligation April 30, 1992

4. (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and

17.50

1700



appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

- (b) all of the rents, issues, and profits which may arise or be had therefrom and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
 - (c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and
 - (d) all contract rights of and from the herein described property or any part thereof.
4. The aforesaid items are included as security in an Indemnity Deed of Trust (the "Deed of Trust") of even date herewith given by Guarantor to Secured Parties, and recorded or intended to be recorded among the Land Records of Howard county to secure an indebtedness by Harry L. Lundy, Jr. to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company which indebtedness has been guaranteed by Guarantor Corporation and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
5. The proceeds of collateral are covered hereunder.
6. The real property upon which a portion of the goods may attach as fixtures is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

GUARANTOR:

HALLMARK BUILDERS, INCORPORATED

By: Joseph E. Link, Jr.
President

Dated: March 27, 1992

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Nos. 68 and 69, as shown on a Plat entitled "Plat 8 of 9, Russett, Parcel 10, Planned Unit Development Single Family Development Resubdivision of Parcel 10, Phase 1-A recorded in Plat Book No. 121, folio 35", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 138, folio 34.

Mail to Reese + Carney
(over)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261409
RECORDED IN LIBER ^{book} 497 ^{page} FOLIO 129 ON 4/21/86 (DATE) COUNTY CLERK

1. DEBTOR

Name C & L CONCRETE, INC.
Address 1073 ST. STEPHENS CHURCH RD, CROWNSVILLE, MD 21032

2. SECURED PARTY

Name CIT CORPORATION NKA
THE CIT GROUP/EQUIPMENT FINANCING, INC.
Address 1301 YORK RD, LUTHERVILLE, MD 21093

1180 W. SWEDESFORD RD, STE 220 BERWYN, PA 19312
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>_____</p>	
	<p>_____</p>	

Dated May 21, 1992

THE CIT GROUP/EQUIPMENT FINANCING, INC.
Nancy A. McCarty
(Signature of Secured Party)

NANCY A. MCCARTY
Type or Print Above Name on Above Line

10-

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Circuit Records

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aquahart Manor Gardens Joint Venture	1110	Fidler Lane	Silver Spring	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
First Commonwealth Realty Credit Corporation	8614	Westwood Center Drive, Suite 620	Vienna	VA

1. This financing statement covers the following types (or items) of property:

All of the Debtor's right, title, estate and interest in and to the property set forth on Exhibit A attached hereto which property is located on that certain real property more particularly described on Exhibit B attached hereto.

(G.L.)

CHECK [] THE LINES WHICH APPLY

2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. [X] If collateral is goods which are or may become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. [X] Proceeds of collateral are also covered:

5. [] Products of collateral are also covered:

6. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.

RECORD FEE 33.00
POSTAGE .50
8475340 12603 006 T14:483

06/08/92

DEBTOR:

AQUAHART MANOR GARDENS JOINT
VENTURE, a Maryland general
partnership

By: Southern Management Financial
Corp., a Delaware corporation

By: *David Hillman*
David Hillman
President

After recording return to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

Attn: Robert Golub, Esq.

Types (or items) of property:

All of the Debtor's right, title and interest in and to the following types or items of property (including but not limited to the definition of such types or items in the Uniform Commercial Code as in effect in any relevant jurisdiction), wherever located and whether now existing or hereafter arising:

(a) The land parcels described in Exhibit B hereto (the "Land") together with (i) all buildings, structures and other improvements now standing, or at any time hereafter constructed or placed, upon the Land, including all equipment and fixtures of every kind and nature on the Land or in any such buildings, structures or other improvements (such buildings, structures, other improvements, equipment and fixtures being herein collectively call the "Improvements"), (ii) all strips and gores within or adjoining the Land, (iii) the air space and right to use the air space above the Land, (iv) all rights of ingress and egress to the from the Land, (v) all easements, rights and way, reversions, remainders, hereditaments, and appurtenances now or hereafter affecting the Land or the Improvements, and (vi) all royalties and rights and privileges appertaining to the use and enjoyment of the Land or the Improvements, including all air, lateral support, alley, drainage, water, oil, gas and mineral rights, options to purchase or lease, and all other interests, estates or claims, in law or in equity, which Debtor now has or hereafter may acquire in or with respect to the Land or the Improvements (collectively, the "Appurtenances"; the Land the Improvements and the Appurtenances are hereinafter sometimes collectively referred to as the "Premises");

(b) (i) all equipment, fittings, furniture, furnishings, appliances, apparatus, and machinery in which Debtor now or hereafter has a possessory or title interest and now or hereafter installed in the Premises and all building materials, supplies and equipment now or hereafter delivered to the Premises, owned by Debtor and intended to be installed therein; (ii) all fixtures, other goods and personal property or whatever kind and nature now contained on or in or hereafter placed on or in the Premises and used or to be used in connection with the letting or operation thereof, in which Debtor now has or hereafter may acquire a possessory or title interest (but specifically excluding inventory) and all renewals or replacements of any of the foregoing property or articles in substitution thereof (collectively, the "Equipment");

(c) all accounts, escrows, documents, instruments, chattel paper, and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code as same has been adopted in the State in which the Land is located, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions and cause of action which now or hereafter relate to, are derived from or used in connection with the Premises or the use, operations, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the "Intangibles");

(d) all right, title and interest of Debtor in, to and under all leases, lettings, tenancies and licenses (to the extent assignable) of the Premises or any part thereof now or hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor, and all moneys payable thereunder (collectively, the "Leases");

(e) all rents, income, issues, profits, security deposits and other benefits to which Debtor may now or hereafter be entitled from the Premises, the Equipment or the Intangibles or under or in connection with the Leases (collectively, the "Property Income"); and

(f) all proceeds, judgments, claims, compensation, awards of damages and settlements with respect to or hereafter made as a result of or in lieu of any condemnation or taking of the Premises by eminent domain or any casualty loss of or damage to any of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, all refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, or any part thereof into cash or liquidated claims.

This Financing Statement is being executed and delivered in connection with a certain amended, restated and consolidated blanket deed of trust and security agreement and deed of appointment and substitute trustee dated as of the date hereof, among Debtor and certain other parties, collectively, as grantor, in favor of Charles Duke and Craig Johnson, as trustee, for the benefit of Secured Party, as beneficiary (the "Deed of Trust"), which Deed of Trust is intended to be recorded in the County Clerk's office in the County in which the Land is located.

EXHIBIT B

BOOK 581 PAGE 363

(Aquahart Manor):

LOTS A-1, A-2, A-3, A-4, A-5, A-6,
A-7, A-8, A-9, A-10 and part of LOT 33-A
AQUAHART MANOR GARDENS

Being a tract of land lying, situate and being in Anne Arundel County, Maryland, and recorded on Plat 1700, Plat Book No. 32, Page 25, also Plat 1644, Plat Book N. 31, Page 69, as a resubdivision of 'Aquahart Manor Gardens and being more particularly described as follows for subject property:

Beginning at the northeast corner of Lot A-1 as same is shown on Plat 1700 on west side of Cayer Drive; thence with line of Cayer Drive,

South 05 degrees 46' 49" East, 246.20 feet; thence running across Cayer Drive,

North 84 degrees 13' 11" East, 50.00 feet to point on east side of Cayer Drive and the northwest corner of Lot A-5; thence leaving line of street and running with north lines of said Lot A-5,

South 81 degrees 20' 52" East, 58.00 feet; thence

South 71 degrees 43' 22" East, 25.00 feet; thence

South 55 degrees 03' 35" East, 40.93 feet, said point being the northeast corner of Lot A-5 on outline of plat; thence with outline of plat,

South 05 degrees 46' 49" East, 245.54 feet to the southeast corner of Lot A-6; thence still with outline of said plat,

South 82 degrees 23' 28" West, 543.73 feet to the southwest corner of Lot A-8; thence still with outline of plat,



North 05 degrees 41' 40" West, 433.11 feet to the northwest corner of Lot A-10; thence leaving outline of plat and running with north line of A-10,

North 84 degrees 18' 20" East, (49.85 feet Plat) (46.54 feet Survey); thence

South 81 degrees 20' 52" East (62.07 feet Plat) (65.49 feet Survey) to the northeast corner of Lot A-10 on west side of Cayer Drive; thence crossing Cayer Drive,

North 84 degrees 18' 20" East, 50.00 feet to point on east side of Cayer Drive; thence with east side of Cayer Drive,

North 05 degrees 41' 40" West, 150.81 feet to the northwest corner of Lot A-4; thence leaving east line of Cayer Drive and running with north line of Lot A-4,

North 84 degrees 18' 20" East, 112.64 feet; thence

North 05 degrees 46' 49" West, 0.11 feet; thence running into Lot 33-A, Plat 1644, Plat Book No. 31, Page 69 (for parcel 7' by 30')

North 84 degrees 13' 11" East, 30.00 feet; thence

South 05 degrees 46' 49" East, 7.00 feet; thence

North 84 degrees 13' 11" East, 80.00 feet to the point of beginning, containing a computed area of 5.4518 acres of land.

SAVING AND EXCEPTING that portion lying in dedicated street, Cayer Drive and more particularly described as follows:

Beginning at the northwest corner of Lot A-5 and east side of Cayer Drive; thence with Cayer Drive,

South 05 degrees 46' 49" East, 117.68 feet to the beginning of a curve to the right; thence

115.41 feet along the arc of a curve, whose radius is 75.00 feet and having a chord bearing and chord distance of South

BOOK 581 PAGE 365

38 degrees 18' 24" West, 104.36 feet; thence with the south line of Cayer Drive,

South 82 degrees 23' 38" West, 173.26 feet to the beginning of a curve to the right; thence

120.31 feet along the arc of a curve, whose radius is 75.00 feet, having a chord bearing and chord distance of North 51 degrees 39' 01" West, 107.82 feet; thence along the west side of Cayer Drive,

North 05 degrees 41' 40" West, 225.61 feet to the northeast corner of Lot A-10; thence crossing Cayer Drive to a point on the east side,

North 84 degrees 18' 20" East, 50.00 feet; thence with the east side of Cayer Drive,

South 05 degrees 41' 40" East, 225.61 feet to the beginning of a curve to the left; thence

40.10 feet along the arc of a curve whose radius is 25.00 feet and having a chord bearing and chord distance of South 51 degrees 39' 01" East, 35.94 feet; thence along the north side of Cayer Drive,

North 82 degrees 23' 38" East, 173.26 feet to the beginning of a curve to the left; thence

38.47 feet along the arc of a curve whose radius is 25.00 feet, having a chord bearing and chord distance of North 38 degrees 18' 24" East, 34.79 feet; thence with west line of Cayer Drive,

North 05 degrees 46' 49" West 117.68 feet to a point on west side of Cayer Drive; thence crossing Cayer Drive,

North 84 degrees 13' 11" East, 50.00 feet to the point of beginning, containing a computed area of 33,688 square feet or 0.7734 acres of land, leaving a total area in Lots A-1 through A-10 and part of Lot 33-A of 203,792 square feet or 4.6784 acres of land.

BOOK 581 PAGE 366

Being the same land conveyed to Aquahart Manor Gardens Joint Venture by Confirmatory Deed dated May 30, 1980 and recorded in Liber 3315 at folio 291.

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-8200

Mail to _____



FINANCING STATEMENT

BOOK 581 PAGE 367

NOT SUBJECT TO RECORDATION TAX

286563

For Filing Officer Use

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aquahart Manor Gardens Joint Venture	1110	Fidler Lane	Silver Spring	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
First Commonwealth Realty Credit Corporation	8614	Westwood Center Drive, Suite 620	Vienna	VA

RECORD FEE
POSTAGE

8475350 0503 004 114148
08/92

- This financing statement covers the following types (or items) of property:
See Exhibit A attached hereto.

70

CHECK [] THE LINES WHICH APPLY

- [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- [] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- [X] Proceeds of collateral are also covered:
- [] Products of collateral are also covered:
- The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.

DEBTOR:

AQUAHART MANOR GARDENS JOINT
VENTURE, a Maryland general
partnership

By: Southern Management Financial
Corp., a Delaware corporation

By: David Hillman
David Hillman
President

After recording return to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

Attn: Robert Golub, Esq.

EXHIBIT A

This Financing Statement covers all of the Debtor's right, title, and interest in and to the following types or items or property wherever located and whether now owned or existing or hereafter acquired or arising:

- (a) those certain interest rate swap transactions entered into between the Debtor and certain other parties listed on Exhibit B annexed and attached hereto, collectively, and that certain bank also listed on Exhibit B (the "Rate Swap Transactions");
- (b) any interest rate swap agreement, however denominated (collectively, the "Swap Agreement"), which the Rate Swap Transactions supplement, form a part of, are governed by or are subject to;
- (c) all payments due or to become due to the Debtor in respect of the Rate Swap Transactions or arising out of the Swap Agreement, whether as contractual obligations, damages or otherwise; and
- (d) all of the Debtor's claims, rights, powers, privileges authority, options, security interest, liens and remedies, if any, under or arising out of the Rate Swap Transactions or the Swap Agreement, in each case including all accessions and additions to, substitutions for and replacements, products and proceeds of any of the foregoing.

Aquahart Manor Gardens Joint Venture
Capital View Associates
Carriage Hill Associates Limited Partnership
Chestnut Ridge Joint Venture
Dona Apartments Joint Venture
Fountain Club Apartments Joint Venture
Fountain Park Apartments Limited Partnership
Gateway Gardens Associates Limited Partnership
Hampshire Village Joint Venture
Hampshire West Joint Venture
High View Ventures Limited Partnership
Isabella Park Apartments Joint Venture
Kent Village Association Joint Venture
Kings Gardens Apartments Joint Venture
Laurel Park Apartments Joint Venture
Marlborough House Apartments Joint Venture
Middletown Apartments Joint Venture
Nob Hill Joint Venture
Oxon Hill Village Joint Venture
The Parliaments Joint Venture
Penn Southern Joint Venture
Powder Mill Village Joint Venture
South Hill Joint Venture
Southview Apartments Joint Venture
Stewart Manor Joint Venture
Summit Crest Apartments Joint Venture
Top of the Park Joint Venture
University Gardens Joint Venture II
Banque Indosuez

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-8200

Mail to _____

FINANCING STATEMENT

BOOK 581 PAGE 371

NOT SUBJECT TO RECORDATION TAX

286564

For Filing Officer Use

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[X] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

RECORD FEE 17.00
POSTAGE .50

This Financing Statement is presented to a filing officer for filing
pursuant to the Uniform Commercial Code. 06/08/92
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aquahart Manor Gardens Joint Venture	1110	Fidler Lane	Silver Spring	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
First Commonwealth Realty Credit Corporation	8614	Westwood Center Drive, Suite 620	Vienna	VA

1. This financing statement covers the following types (or items) of property:
See Exhibit A attached hereto.

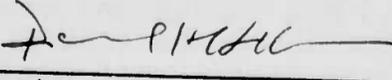
CHECK [] THE LINES WHICH APPLY

2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. [] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. [X] Proceeds of collateral are also covered:
5. [] Products of collateral are also covered:
6. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.

DEBTOR:

AQUAHART MANOR GARDENS JOINT
VENTURE, a Maryland general
partnership

By: Southern Management Financial
Corp., a Delaware corporation

By: 
David Hillman
President

After recording return to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

Attn: Robert Golub, Esq.

EXHIBIT A

This Financing Statement covers all of the Debtor's right, title, and interest in and to the following types or items or property wherever located and whether now owned or existing or hereafter acquired or arising:

(a) those certain interest rate swap transactions entered into between the Debtor and certain other parties listed on Exhibit B annexed and attached hereto, collectively, and that certain bank also listed on Exhibit B (the "Rate Swap Transactions");

(b) any interest rate swap agreement, however denominated (collectively, the "Swap Agreement"), which the Rate Swap Transactions supplement, form a part of, are governed by or are subject to;

(c) all payments due or to become due to the Debtor in respect of the Rate Swap Transactions or arising out of the Swap Agreement, whether as contractual obligations, damages or otherwise; and

(d) all of the Debtor's claims, rights, powers, privileges authority, options, security interest, liens and remedies, if any, under or arising out of the Rate Swap Transactions or the Swap Agreement, in each case including all accessions and additions to, substitutions for and replacements, products and proceeds of any of the foregoing.

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-3200

EXHIBIT B

BOOK 581 PAGE 374

Aquahart Manor Gardens Joint Venture
Capital View Associates
Carriage Hill Associates Limited Partnership
Chestnut Ridge Joint Venture
Dona Apartments Joint Venture
Fountain Club Apartments Joint Venture
Fountain Park Apartments Limited Partnership
Gateway Gardens Associates Limited Partnership
Hampshire Village Joint Venture
Hampshire West Joint Venture
High View Ventures Limited Partnership
Isabella Park Apartments Joint Venture
Kent Village Association Joint Venture
Kings Gardens Apartments Joint Venture
Laurel Park Apartments Joint Venture
Marlborough House Apartments Joint Venture
Middletown Apartments Joint Venture
Nob Hill Joint Venture
Oxon Hill Village Joint Venture
The Parliaments Joint Venture
Penn Southern Joint Venture
Powder Mill Village Joint Venture
South Hill Joint Venture
Southview Apartments Joint Venture
Stewart Manor Joint Venture
Summit Crest Apartments Joint Venture
Top of the Park Joint Venture
University Gardens Joint Venture II
Morgan Guaranty Trust Company of New York

PICKETT, HOULON & BER...
ATTORNEYS & COUNSELORS AT LA...
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784

Mail to

(301) 453-3200

STATEMENT OF AMENDMENT

BOOK 581 PAGE 375

For Filing Officer Use

Check below if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

TO BE RECORDED WITH Anne Arundel County Chattel Records
This Statement is presented to a filing officer for filing pursuant
to the Uniform Commercial Code.
File Number of original Financing Statement 286562
Date of Filing 6-8-92 Record Reference 581-359
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aquahart Manor Gardens Joint Venture	1110	Fidler Lane	Silver Spring	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
First Commonwealth Realty Credit Corporation	8614	Westwood Center Drive, Suite 620	Vienna	VA

CHECK APPLICABLE STATEMENT

- | | | | |
|-------------------------------------|--|------------|----------|
| <input type="checkbox"/> | CONTINUATION | RECORD FEE | 10.00 |
| | The original Financing Statement identified above by file number | POSTAGE | .50 |
| | is still effective. | | 06/08/92 |
| <input type="checkbox"/> | TERMINATION | | |
| | The original Financing Statement identified above by file number | | |
| | is terminated and the secured party no longer claims a security | | |
| | interest under the financing statement. | | |
| <input type="checkbox"/> | RELEASE | | |
| | From the property described in the original Financing Statement | | |
| | identified above, the property described is released. | | |
| <input checked="" type="checkbox"/> | ASSIGNMENT | | |
| | The secured party assigns to the assignees named below the | | |
| | rights of the secured party under the original Financing | | |
| | Statement identified above. | | |
| <input type="checkbox"/> | OTHER | | |

ASSIGNEE: UNION BANK, as the Real Estate Mortgage Investment Conduit
("REMIC") Trustee for the benefit of the holders of DLJ
Mortgage Acceptance Corp. Multi Family Pass - Through
Certificates Series 1992 - MF3
Address: c/o Bankers Trust Company of California, N.A.
3 Park Plaza
16th Floor
Irvine, California 92714

- 2 -

DEBTOR:

AQUAHART MANOR GARDENS JOINT
VENTURE, a Maryland general
partnership

By: Southern Management Financial
Corp., a Delaware corporation

By: *David Hillman*
David Hillman
President

SECURED PARTY:

FIRST COMMONWEALTH REALTY
CREDIT CORPORATION

By: *Frank W. Wardell*
Name: Frank W. Wardell
Its: Vice President

After recording return to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

Attn: Robert Golub, Esq.

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-3200

Mail to _____

For Filing Officer Use

Check below if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

TO BE RECORDED WITH Anne Arundel County, Maryland
This Statement is presented to a filing officer for filing pursuant
to the Uniform Commercial Code.
File Number of original Financing Statement 286563
Date of Filing 6-8-92 Record Reference 581-367
Maturity date (if any) _____

RECORD FEE 10.00
POSTAGE .50

8475380 0603 R06 T14:49
06/08/92

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aquahart Manor Gardens Joint Venture	1110	Fidler Lane	Silver Spring	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
First Commonwealth Realty Credit Corporation	8614	Westwood Center Drive, Suite 620	Vienna	VA



CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described is released.
- ASSIGNMENT
The secured party assigns to the assignees named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

ASSIGNEE: Bankers Trust Company, as custodian on behalf of Union Bank
Address: c/o Bankers Trust Company of California, N.A.
3 Park Plaza
16th Floor
Irvine, California 92714

DEBTOR:

AQUAHART MANOR GARDENS JOINT
VENTURE, a Maryland general
partnership

By: Southern Management Financial
Corp., a Delaware corporation

By: *David Hillman*
David Hillman
President

SECURED PARTY:

FIRST COMMONWEALTH REALTY
CREDIT CORPORATION

By: *Frank W. [unclear]*
Name: FRANK W. [unclear]
Its: VICE PRESIDENT

After recording return to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

Attn: Robert Golub, Esq.

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
Mail to (301) 456-2200

STATEMENT OF AMENDMENT

For Filing Officer Use

Check below if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

TO BE RECORDED WITH Anne Arundel County Circuit Records
This Statement is presented to a filing officer for filing pursuant
to the Uniform Commercial Code.
File Number of original Financing Statement 286564
Date of Filing 6-8-92 Record Reference 581-371
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aquahart Manor Gardens Joint Venture	1110	Fidler Lane	Silver Spring	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
First Commonwealth Realty Credit Corporation	8614	Westwood Center Drive, Suite 620	Vienna	VA

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number
is still effective.
- TERMINATION
The original Financing Statement identified above by file number
is terminated and the secured party no longer claims a security
interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement
identified above, the property described is released.
- ASSIGNMENT
The secured party assigns to the assignees named below the
rights of the secured party under the original Financing
Statement identified above.
- OTHER

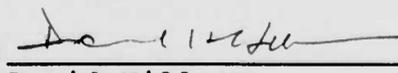
RECORD FEE 10.00
POSTAGE .50
MAY 29 1992
06/03/92

ASSIGNEE: Bankers Trust Company, as custodian on behalf of Union Bank
Address: c/o Bankers Trust Company of California, N.A.
3 Park Plaza
16th Floor
Irvine, California 92714

DEBTOR:

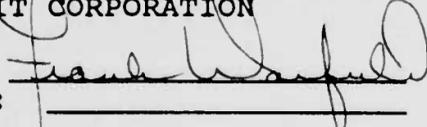
AQUAHART MANOR GARDENS JOINT
VENTURE, a Maryland general
partnership

By: Southern Management Financial
Corp., a Delaware corporation

By: 
David Hillman
President

SECURED PARTY:

FIRST COMMONWEALTH REALTY
CREDIT CORPORATION

By: 
Name: _____
Its: _____

After recording return to:

Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

Attn: Robert Golub, Esq.

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-8200

Mail to _____



UNIFORM COMMERCIAL CODE Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006
FINANCING STATEMENT BOOK 581 PAGE 381

For Filing Officer Use
286565

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

This Financing Statement is presented to a filing officer for filing
pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Ford, Ellen	1027	Back Bay Beach Blvd.	West River	MD

RECORD FEE .00
POSTAGE .50
475400 0803 R06 T14149
06/08/92

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(See Exhibit A attached hereto)				

1. This financing statement covers the following types (or items) of
property:

(See Exhibit B attached hereto.)

19

CHECK [] THE LINES WHICH APPLY

- 2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. [] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. [X] Proceeds of collateral are also covered:
- 5. [] Products of collateral are also covered:
- 6. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.



DEBTOR: *Ellen Ford*
Ellen Ford

After recording return to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Washington, D.C. 20005-2088

Attn: Thomas Schubert, Esq.



EXHIBIT A

Southern Management Corporation as agent in its own behalf and on behalf of the following individuals and entities:

Constantine Anthony	Doris G. Lancaster
Dominic F. Antonelli, Jr.	Simon S. Lancaster
Frank A. Benevento, II	Patricia S. Latham
Judy Lerner	Robert B. Lantz
Audrey Berlinsky	Andrea S. Lenkin
Stanley Berlinsky	Edward J. Lenkin
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H. Alfred Cissell, Jr.	Thelma Z. Lenkin
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James C. Conley, Jr.	Dante Macario
Stephen Conley	Katheryn Macario
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Norma Swartz
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Ronald Willoner
George Wilson
Norma G. Wilson
Michael Winer
J. Michael Winston
Eugene Zartman
Gilbert Zellan
CIP Joint Venture
Murray Polonsky
 Revocable Living Trust
Mona Goldblatt
 Testamentary Trust
Ann Neuger Revocable
 Trust
Herbert and Lilyan Goda
 Family Limited Partnership
EJL Trust
Southern Management Financial Corp.
Southern Management Holding Corp.

BOOK 581 PAGE 384

All of Debtor's right, title, estate and interest (if any) in to and under his/her interest in the partnerships described below, together with all privileges and preferences appertaining or incidental thereto and any incomes, revenues and issues and profits thereto

Aquahart Manor Associates Limited Partnership
Capital View Associates Limited Partnership
Chestnut Ridge Limited Partnership
Dona Limited Partnership
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Hampshire Village Limited Partnership
Hampshire West Limited Partnership
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Summit Crest Apartments Limited Partnership
Top of the Park Limited Partnership
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SMC Gateway Gardens Limited Partnership
SMC High View Ventures Limited Partnership

PICKETT, HOULON & BERMAN
ATTORNEYS & COUNSELORS AT LAW
Suburban Bank Building, Suite 206
7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-8200

Mail to _____

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

FINANCING STATEMENT

286566

For Filing Officer Use

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Ford, Robert	P.O. Box 109		Deale	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(See <u>Exhibit A</u> attached hereto)				

1. This financing statement covers the following types (or items) of property:

(See Exhibit B attached hereto.)

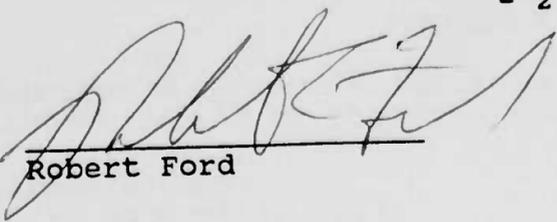
RECORD FEE 21.00
POSTAGE .50
M&T5410 C&O3 R06 T14:50
06/03/82

CHECK [] THE LINES WHICH APPLY

GL

- 2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. [] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. [X] Proceeds of collateral are also covered:
- 5. [] Products of collateral are also covered:
- 6. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.

DEBTOR:


Robert Ford

After recording return to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Washington, D.C. 20005-2088

Attn: Thomas Schubert, Esq.



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 Testamentary Trust
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 Family Limited Partnership
EJL Trust
Southern Management Financial Corp.
Southern Management Holding Corp.

EXHIBIT B

All of Debtor's right, title, estate and interest (if any) in to and under his/her interest in the partnerships described below, together with all privileges and preferences appertaining or incidental thereto and any incomes, revenues and issues and profits thereto

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Hyattsville, Maryland 20784
(301) 459-8200

Mail to _____

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

FINANCING STATEMENT

286567

For Filing Officer Use

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

Name of Debtor	No.	Street	City	State
Lancaster, S. Spearman and Doris	139A	Bacon Ridge Road	Crownsville	MD

Name of Secured Party	No.	Street	City	State
(See Exhibit A attached hereto)				

1. This financing statement covers the following types (or items) of property:

(See Exhibit B attached hereto.)

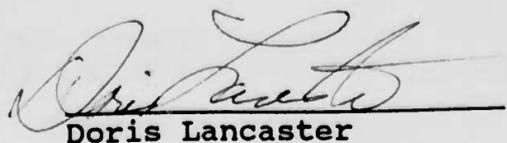


CHECK [] THE LINES WHICH APPLY

2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. [] If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty-state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. [X] Proceeds of collateral are also covered:
5. [] Products of collateral are also covered:
6. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.

DEBTOR:


S. Spearman Lancaster


Doris Lancaster

After recording return to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Washington, D.C. 20005-2088

Attn: Thomas Schubert, Esq.



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(301) 459-8200

Mail to _____

8991h/6

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

FINANCING STATEMENT

286568

For Filing Officer Use

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

<u>Name of Debtor</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Lantz, Robert	104	Forbes Street, #F	Annapolis	MD

<u>Name of Secured Party</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(See Exhibit A attached hereto)				

1. This financing statement covers the following types (or items) of property: RECORD FEE 21.00
POSTAGE .50

(See Exhibit B attached hereto.)

8675430 0803 006 114:50
04/08/92
MARY N.
DA CO. CIRCUIT

CHECK [] THE LINES WHICH APPLY

- 2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
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- 5. [] Products of collateral are also covered:
- 6. The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended.



DEBTOR: Robert Lantz
Robert Lantz

After recording return to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Washington, D.C. 20005-2088

Attn: Thomas Schubert, Esq.



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EXHIBIT B

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7515 Annapolis Road
Hyattsville, Maryland 20784
(301) 459-3200

Mail to _____

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

FINANCING STATEMENT

286569

For Filing Officer Use

() Check if goods are
or are to become fixtures.

File No. _____
Date & Hour _____

[] TO BE RECORDED AMONG/WITH Anne Arundel County Chattel Records

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
Maturity date (if any)

Name of Debtor	No.	Street	City	State
Muller, Kenneth	1688	Justin Drive	Gambrills	MD

Name of Secured Party	No.	Street	City	State	RECORD FEE	POSTAGE
(See Exhibit A attached hereto)					21.00	.50

1. This financing statement covers the following types (or items) of property:

(See Exhibit B attached hereto.)

91

8675440 0303 R04 114:51
06/08/92

CHECK [] THE LINES WHICH APPLY

- 2. [] If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
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DEBTOR: *Kenneth Muller*
Kenneth Muller

After recording return to:

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1450 G Street, N.W.
Washington, D.C. 20005-2088

Attn: Thomas Schubert, Esq.



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Hyattsville, Maryland 20784
(301) 459-8200

Mail to _____

286570

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ~~SEPT~~/ANNE ARUNDEL
COUNTY

RECORDATION TAX ON THE
PRINCIPAL AMOUNT OF
\$1,500,000 HAS BEEN PAID
TO THE CLERK OF THE COURT
FOR ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code:

RECORD FEE 18.00
POSTAGE .50
#470170 CARR NO2 T14#43
06/08/92
MARY H. ROSE
CLERK OF COURT

1. Debtor:

Address:

Dales Manor Development
Associates Limited Partnership

c/o Gary W. Koch
900 Ritchie Highway,
Suite 201
Severna Park, Maryland
21146

2. Secured Party:

Address:

Provident Bank of
Maryland

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery,
equipment, building materials, furniture and furnishings and
articles of personal property of every kind and nature whatsoever
now or hereafter owned by the Debtor and located in or upon any
interest or estate in land described below or any part thereof
and used or usable in connection with any present or future
operation of said land whether now owned or hereafter acquired by
the Debtor including, without limiting the generality of the
foregoing, all furnishings, screens, storm windows and doors,
floor coverings, shrubbery, plants, boilers, tanks, machinery,
appliances, furnaces, radiators, blinds and all heating,
lighting and flood lighting, plumbing, power, water, refrigerat-
ing, gas, electric, ventilating, air conditioning, fire
protection, maintenance and incinerating systems and equipment,
switchboards and other communications apparatus, elevators and
including all equipment installed or to be installed and used in
the operation of the buildings and appurtenant facilities erected
or to be erected in or upon the said land, and any and all

18.50



renewals and replacements thereof and any substitutions for, or additions to the same;

(b) The reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement (the "Assignment of Contracts") from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") given by Debtor to Frank J. Scarangelo and Raymond E. Schlissler, Trustees, both of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Any partial release of the Deed of Trust and/or the Assignment of Contracts shall also act as a partial termination of this Financing Statement with respect to the land and other property described in such partial release of the Deed of Trust and/or Assignment of Contracts.

5. Proceeds of collateral are covered hereunder.
6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

DALES MANOR DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Koch Property Management, Inc., a
Maryland corporation, General
Partner

By: 
Gary W. Koch, President

Dated: June 4th, 1992

Please return to:

Sandra H. Darby, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

Mail to _____

32:1260
FINANCING STATEMENT

EXHIBIT A

PROPERTY DESCRIPTION

ALL that land shown on the Plats entitled "Dales Manor - 13 Single Family Lots", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 145, Pages 31 and 32 as Plats No. 7854 and 7855.

Return to:

Merle F. Maffei, P.A.
113 Cathedral Street
Annapolis, Maryland 21401

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR
RELEASE UNDER UNIFORM COMMERCIAL CODE

This Statement is presented to a Filing Officer for Filing pursuant
to the Uniform Commercial Code.

This Statement refers to original Financing Statement filed with
ANNE ARUNDEL COUNTY (Place of Record)

on 10/9/86 (Date) with Identifying Numbers as
264102 Book 503, Page 500

1. DEBTOR(S):
Name(s) CHS HOLDING CORPORATION
Address 540 Baltimore/Annapolis Road
Severna Park, Maryland 21146

2. SECURED PARTY:
Name FIRST AMERICAN BANK OF MARYLAND
Address COLLATERAL CONTROL DEPARTMENT
P.O. BOX 3107
MCLEAN, VIRGINIA 22103

Check mark below indicates the type and kind of Statement made
hereby.
(Check only one)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
#472200 0489 R02 113:14
05/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT



9. SIGNATURES

_____	SECURED PARTY
_____	FIRST AMERICAN BANK OF MARYLAND
_____	BY: <u>Susan L. Corwin</u>
_____	Susan L. Corwin
_____	Operations Officer
_____	NAME AND TITLE

DEBTORS

1050

10.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Complete Automotive Repairs Inc.
dba Tires Plus
4159 Mountain Road
Pasadena MD 21122

2. Secured Party(ies) and address(es)
Capital Petroleum & Supply Inc.
615 F Hampton Park Blvd
Capitol Heights MD 20743

3. Maturity date (if any):

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#472300 C489 R02 T13443
06/08/92
MARY H. ROSE
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

1 Globe 6030 Lift-6000# Ser. #
Together with all attachments, accessories and replacements thereof
now existing or hereafter acquired. The equipment herein described
is located on the business premises of the debtor and title is vested
in the name of the secured party named herein. Valvoline Inc. holds
a security interest in this equipment.

\$2,000

5. Assignee(s) of Secured Party and Address(es)



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County of Anne Arundel, Maryland

Complete Automotive Repairs Inc. dba Tires Plus

Capital Petroleum & Supply Inc.

John D. Bayler
Signature(s) of Debtor(s)

[Signature]
By: Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

For Filing Officer Use

File No. _____
Date & _____
Hour: _____

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
Financing Records of State Dept. of Assess. & Taxiation

This Statement is presented to a filing officer for filing pursuant to
Uniform Commercial Code. File Number of original Financing Statement: 242302

Date of Filing: April 26, 1982 Record Reference: _____
Liber: 449 Folio: 122

Maturity Date (if any): _____

Name(s) of Debtor(s) or Assignor(s) No. Street City State Zip
(Last Name First)
Towne Art Corporation 1007 Landon Lane
Arnold, Maryland 21012

Name of Secured Party or Assignee No. Street City State Zip
Madison National Bank 1730 M St., Washington, D.C. 20008 20036

CHECK APPLICABLE STATEMENT

CONTINUATION
The original Financial Statement identified above by file number
is still effective.

TERMINATION
The original Financial Statement identified above by file number
is terminated and the secured party no longer claims a security
interest under the financing statement.

RELEASE
From the property described in the original Financial Statement
identified above, the property described below is released.

ASSIGNMENT
The secured party assigns to the assignee named below the rights
of the secured party under the original Financing Statement
identified above.

OTHER Osbourne I Computer System with Okidata 83A Printer

Debtor(s) or Assignor(s) Federal Deposit Insurance
Corporation as Receiver of Madison
National Bank

(Seal)  Patrick P. McCarthy
Attorney-in-Fact
Secured Party or Assignee)

(Type or print name under signature) (Signatures must be in ink)

10.00

ANNE ARUNDEL COUNTY - MARYLAND
STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

BOOK 581 PAGE 413

For Filing Officer Use

File No. _____
Date & _____
Hour: _____

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
Financing Records of State Dept. of Assess. & Taxiation

This Statement is presented to a filing officer for filing pursuant to
Uniform Commercial Code. File Number of original Financing Statement: 245995

Date of Filing: January 26, 1983 Record Reference: _____
Liber: 458 Folio: 420

Maturity Date (if any): _____

Name(s) of Debtor(s) or Assignor(s) No. Street City State Zip
(Last Name First)
Towne Art Corporation 117 Main Street
Annapolis, Md 21401

Name of Secured Party or Assignee No. Street City State Zip
Madison National Bank 1730 M St., Washington, D.C. 20008 20036

CHECK APPLICABLE STATEMENT

CONTINUATION
The original Financial Statement identified above by file number
is still effective.

TERMINATION
The original Financial Statement identified above by file number
is terminated and the secured party no longer claims a security
interest under the financing statement.

RELEASE
From the property described in the original Financial Statement
identified above, the property described below is released.

ASSIGNMENT
The secured party assigns to the assignee named below the rights
of the secured party under the original Financing Statement
identified above.

OTHER All present and future inventory, furniture, fixtures, and equipment

Debtor(s) or Assignor(s)

Federal Deposit Insurance
Corporation as Receiver of Madison
National Bank

(Seal)

CORP.
SEAL

Patrick P. McCarthy
Attorney-in-Fact

Patrick P. McCarthy

Secured Party or Assignee)

(Type or print name under signature)

(Signatures must be in ink)

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ANNE ARUNDEL COUNTY - MARYLAND
STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

BOOK 581 PAGE 414

For Filing Officer Use

File No. _____
Date & _____
Hour: _____

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
Financing Records of State Dept. of Assess. & Taxiation

This Statement is presented to a filing officer for filing pursuant to
Uniform Commercial Code. File Number of original Financing Statement: 262391

Date of Filing: June 18, 1986 Record Reference: _____
Liber: 499 Folio: 213

Maturity Date (if any): _____

Name(s) of Debtor(s) or Assignor(s) (Last Name First)	No.	Street	City	State	Zip
<u>Towne Art Corporation</u>	<u>117</u>	<u>Main Street</u>	<u>Annapolis, Md</u>	<u>21401</u>	

Name of Secured Party or Assignee	No.	Street	City	State	Zip
<u>Madison National Bank</u>	<u>1730 M St.,</u>	<u>Washington,</u>	<u>D.C.</u>	<u>20008</u>	<u>20036</u>

CHECK APPLICABLE STATEMENT

CONTINUATION
The original Financial Statement identified above by file number
is still effective.

TERMINATION
The original Financial Statement identified above by file number
is terminated and the secured party no longer claims a security
interest under the financing statement.

RELEASE
From the property described in the original Financial Statement
identified above, the property described below is released.

ASSIGNMENT
The secured party assigns to the assignee named below the rights
of the secured party under the original Financing Statement
identified above.

OTHER _____

Debtor(s) or Assignor(s)

Federal Deposit Insurance
Corporation as Receiver of Madison
National Bank

(Seal)



Patrick P. McCarthy
Attorney-in-Fact
Patrick P. McCarthy
(Secured Party or Assignee)

(Type or print name under signature)

(Signatures must be in ink)

1052

EXHIBIT "A"

COLLATERAL SCHEDULE TO FINANCING STATEMENT, SECURITY AGREEMENT
AND NOTE DATED JUNE 13, 1986 BETWEEN MADISON NATIONAL BANK AS
SECURED PARTY AND TOWNE ART CORPORATION COMPANY AS DEBTOR.

All rights of payment of money now owed or hereafter owed to debtor (borrower) (customer), earned by performance including, but not limited to accounts, contract rights, chattel paper, instruments, and general intangibles, all of which are hereafter called "receivables".

All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories parts and tools belonging thereto or for use in connection therewith, and all proceeds thereof, including insurance proceeds.

All of Debtor's present and future inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale of lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY CHATTEL BOOK 581 PAGE 416

10775 Charter Drive
Suite 100
Columbia, MD 21044

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283812

RECORDED IN LIBER 568 FOLIO 525 ON June 14, 1991 (DATE)

1. DEBTOR

Name PINEY COURTS LIMITED PARTNERSHIP
c/o Troutman Development Company
Address 300 Wilde Lake Village Green, Columbia, Maryland 21044

2. SECURED PARTY

Name PROVIDENT BANK OF MARYLAND
114 East Lexington Street
Address Baltimore, Maryland 21202

Attention: Alex Guggenheim

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Amendment

Exhibit A to the original financing statement is amended to add the following property:
BEING KNOWN AND DESIGNATED as Lots 165, 166, 167, 168, 169, 170, 171 and 172, as shown on that Plat entitled, "A P.U.D. townhouse Sub-division Piney Orchard P.U.D. Subdivision, Phase 1, The Courts at Piney Orchard Parcel 8, Section II, Plat 4 of 4," recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 6751 in Plat Book 129, page 27.

PINEY COURTS LIMITED PARTNERSHIP

By: Troutman Development Company,
A Maryland Corporation,
General Partner

By: John L. Troutman (SEAL)
John L. Troutman,
President

Dated 5/14/92

PROVIDENT BANK OF MARYLAND
A Maryland Banking Corporation

By: Alex Guggenheim (SEAL)
Name: ALEX GUGGENHEIM
Title: VICE PRESIDENT

(Signature of Secured Party)

Type or Print Above Name on Above Line

RECORD FEE 10.00
POSTAGE .50
#472500 CMBR R02 T15#17
04/09/92
MARY H. ROSE
CIRCUIT COURT

G.L.

1000

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 286287

RECORDED IN LIBER 580 FOLIO 194 ON May 7, 1992 (DATE)

1. DEBTOR

Name Annapolis Science Center Limited Partnership
Address 1151 Seven Locks Road, Rockville, MD 20854

2. SECURED PARTY

Name First National Bank of Maryland, P.O. Box 1596, Baltimore, MD 21203
~~Assigned to: Perpetual Savings Bank F.S.B. successor to Perpetual American Bank, F.S.B. on July 3, 1984~~
Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.
RETURN TO THE ASSIGNEE

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: All the collateral on the original financing statement.</p> <p>Chemical Bank 55 Water Street New York, NY 10041 Attn: Ms. Carol Tom TAX ID 134994650</p> <p>Loan # 1188917</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

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Resolution Trust Corporation As Receiver
for Perpetual Savings Bank, F.S.B.
C. Malcolm West, Attorney in Fact

Dated 7/8/92

C. Malcolm West
(Signature of Secured Party)

Type or Print Above Name on Above Line

To Be Recorded In:

____ Land Records of Anne Arundel County

XXXX Financing Statement Records of Anne Arundel County

BOOK 581 PAGE 418

____ State Department of Assessments and Taxation

286573

Subject to Recordation Tax:
Principal Amount is \$106,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: June 8, 1992

FINANCING STATEMENT

- 1. Debtor: Address:
MOORE & MOORE BUILDERS, INC. P.O. Box 1424
Pasadena, Maryland 21122
Attention: Preston Moore
- 2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9171 Baltimore National Pike
Ellicott City, Maryland 21043
Attn: Charles C. Holman,
Executive Vice President
- 3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor,

G.L.

RECORDED FEE 13.00
 STAMP .50
 RECEIVED CIRCUIT COURT 06/10/92
 MARY N. ROSE

13
50

whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:

MOORE & MOORE BUILDERS, INC.

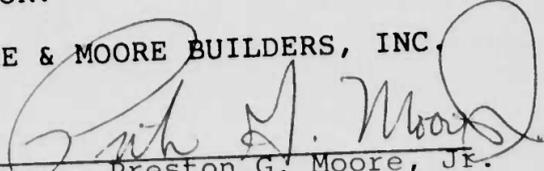
By: 
Name: Preston G. Moore, Jr.
Title: President

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT LOT OF GROUND situate and lying in Anne Arundel County,
State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. HR, as recorded among
the Land Records of Anne Arundel County, Maryland in Plat
dated October 11, 1989 in Liber 5017, folio 546. The
improvements thereon to be known as 977 Nabbs Creek Road.

Moore4desc.cwj (ws10)
R&E 102-777

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 12,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Kaleidoscope: The Family Activity Center, Inc.

551 Baltimore Annapolis Blvd
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank of Maryland

5 Church Circle
Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts and equipment.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

SEARCH FILE 11.00
 INDEXED TAX 04.00
 G.L. 1.50
 NOV 10 1972
 MARY H. ROSE
 CLERK

Debtor (or Assignor)
Kaleidoscope: The Family Activity Center, Inc.

Kenneth T. Looney
Kenneth T. Looney

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY *[Signature]*
Earl C. McNay, AVP

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

84
150

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INDEMNITY FINANCING STATEMENT

286575

TO BE RECORDED:

- ___ Among the Land Records of Howard County, Maryland
- ___ Among the Financing Statement Records of Howard County, Maryland
- ___ Among the State Department of Assessments and Taxation Financing Statement Records
- ___ Among the Land Records of Anne Arundel County, Maryland
- X Among the Financing Statement Records of Anne Arundel County, Maryland

Principal Amount is \$4,000,000.00

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of documentary stamps, if any to be paid hereon, have been paid to the Clerk of the Circuit Court of Howard County, Maryland, upon the filing of the Deed of Trust referred to below, securing the same indebtedness which this Indemnity Financing Statement secures.

RECORDED FEE 23.00
 POSTAGE .50
 HATBING CASE #12 11426
 06/10/87
 MARY H. ROUSE
 AA CO. CIRCUIT COURT

1. Indemnity Debtor:

Williamsburg Builders, Inc.
 5485 Harpers Farm Road
 P.O. Box 1018
 Columbia, Maryland 21044

Hallmark Builders, Incorporated
 5054 Harpers Farm Road
 P.O. Box 1018
 Columbia, Maryland 21044

Patriot Homes, Inc.
 5054 Harpers Farm Road
 P.O. Box 1018
 Columbia, Maryland 21044

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2. Secured Parties:

MERCANTILE MORTGAGE CORPORATION
 and
 MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
 c/o Mercantile Mortgage Corporation
 16 South Calvert Street
 Suite 808
 Baltimore, Maryland 21202

2300
76



3. This Financing Statement covers, and the Indemnity Debtor grants to the Secured Parties a security interest in all of its rights, title and interest in and to the following collateral now or in the future owned by Indemnity Debtor:
- (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Indemnity Debtor and all fixtures now or hereafter upon the said land, whether or not owned by Indemnity Debtor including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings. Disposition of any of the aforesaid or any interest therein is prohibited; however, if any disposition is made in violation hereof, Lender shall have a security interest in the proceeds therefrom to the fullest extent permitted by the laws of Maryland.
 - (b) all of the rents, issues, and profits which may arise or be had from the Property described below, and all articles of personal property owned by the Indemnity Debtor or Borrower (referred to in the Indemnity Deed of Trust) now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
 - (c) all building materials and equipment now or hereafter delivered to said Property intended to be installed therein; and
 - (d) all present or future contract rights of and from the herein described property or any part thereof, including but not limited to, all rights (but not without the Secured Parties' acknowledgement and approval the obligations) contained in any developer's agreements,

maintenance agreements, or other public works agreements of any kind benefiting the said Property; and

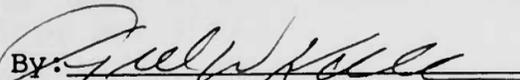
- (e) any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (i) any taking of the Property or any act thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award"), to the extent of all indebtedness which may be secured by the Indemnity Deed of Trust at the date of receipt of any such Condemnation Award by the Secured Parties, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Secured Parties in connection with the collection of such Condemnation Award or payment.
- (f) any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.
- (g) any and all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, all licenses, permits and approvals, all applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled or made with respect to the Property described herein and any leasing of any of the Property.
- (h) Any and all mineral rights or rights to sand, fill, gravel, soil or the like, whether or not extracted from the Property described below.
4. The aforesaid items are included as security granted by the Indemnity Debtor in an Indemnity Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Trustees for the Secured Parties, which has been recorded or intended to be recorded among the Land Records of Howard County, Maryland, to a secure a Guaranty given by Indemnity Debtor to Secured Parties guaranteeing, inter alia,

the payment and performance by Harry L. Lundy, Jr. to Secured Parties under and pursuant to a Promissory Note of even date herewith and are deemed by said Deed of Trust to be a part of the hereinafter described Property. The Debtor is the record owner of the Property.

5. The proceeds of collateral, future advances, after-acquired property and any and all substitutions, renewals, replacements, additions and accretions are covered hereunder.
6. The real property upon which a portion of the goods may attach as fixtures is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

DEBTOR:

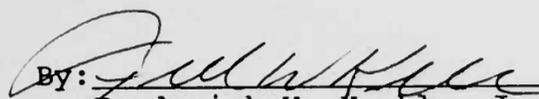
WILLIAMSBURG BUILDERS, INC.

By: 
Frederick W. Kunkle, Jr.
Vice President

HALLMARK BUILDERS, INCORPORATED

By: 
Joseph E. Link, Jr.
President

PATRIOT HOMES, INC.

By: 
Frederick W. Kunkle, Jr.
President

Dated: June 5, 1992

LBR/mw

AFTER RECORDATION, PLEASE RETURN TO:
REESE AND CARNEY
10715 Charter Drive
Columbia, MD 21044

42209/8692

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Nos. 11 and 16, as shown on the Plat entitled, "Montgomery Meadows, Section One, Area One, a Resubdivision of Lot 3 Montgomery Road I Lots 4 through 61, Sheet 2 of 3", which Plat is recorded among the Land Records of Howard County as Plat No. C.M.P. 9002.

BEING KNOWN AND DESIGNATED as Lot No. 76 as shown on a plat of subdivision entitled, "Russett, Parcel 10, Planned Unit Development, Single Family Development, Resubdivision of Parcel 10 - Phase 1A", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, Page 30 in Plat No. 7203 and

BEING KNOWN AND DESIGNATED as Lot No. 20 as shown on a plat of subdivision entitled, "Russett, Parcel 10, Planned Unit Development, Single Family Development, Resubdivision of Parcel 10 - Phase 1A", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 138, Page 34 in Plat No. 7207.

286576

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Barlow & Eaton, Inc., d/b/a S & N Katz Jewelers

Address 480 Harundale Mall, Glen Burnie, MD 21061

RECORD FEE

12.00

POSTAGE

.50

8474360 17403 R08 111:55

06/10/92

2. SECURED PARTY

Name Paras Diamond Corporation d/b/a Amikam

Address 1212 Sixth Avenue, New York, New York 10036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL DIAMONDS AND JEWELRY PRODUCTS INCLUDING BUT NOT LIMITED TO BRACELETS, NECKLACES, EARRINGS, PENDANTS, RINGS* AND PROCEEDS AND PRODUCTS THEREOF, TO THE EXTENT OF ALL MONIES DUE THE SECURED PARTY.

*CONSIGNED BY THE SECURED PARTY TO THE DEBTOR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carmelo Leone Bell
(Signature of Debtor)

Carmelo Leone Bell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ja. Neher
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1350

AG P7

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Eden, Daniel E. 2100 Eden wood Ln. Gambells, Md. 21054	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA. 23235
--	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
BOOK - 556 Page - 115

3. This statement refers to original Financing Statement No. 280941 Dated: 5-23-90

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. 10.00 .50 8473250 0403 R04 T11:56 06/10/92 MARY H. ROSE AA CO. CIRCUIT COURT G.L.
--	---	---	--

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel Co.

Dated: 5/29, 1992 By: Michelle Bohn
Ford Motor Credit Co.
(NAME OF SECURED PARTY)

10.22





MD - ANNE ARUNDEL

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 85397-40

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Finlay Fine Jewelry Corporation 521 Fifth Avenue New York, NY 10175</p> <p>THIS IS A CORPORATION; SEE EXTENTION SHEET(S) FOR ADDITIONAL NAMES, ADDRESSES AND/OR DBAS.</p>	<p>2 Secured Party(ies) and address(es)</p> <p>Oro Dall' Italia, Inc. 20 East 46th Street New York, NY 10017</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>BOOK 581 PAGE 429</p>
---	--	--

4 This financing statement covers the following types (or items) of property.

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

286577

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

This filing is to perfect a security interest in inventory.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented 2

Filed with.....

Finlay Fine Jewelry Corporation

By: **X** *Bonni G Davis*
Signature(s) of Debtor(s)

Oro Dall' Italia, Inc.

By: *Rachel Wertheimer*
Signature(s) of Secured Party(ies)

Bonni G Davis - Vice President
FILING OFFICER-ALPHABETICAL

Rachel Wertheimer - Executive Vice President

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

RETURN COPY TO:
DATA FILE SERVICES, INC.
P.O. BOX 275
VAN NUYS, CA 91408-0275

TEL: (818)909-2200 FAX: (818)909-4717

RECORD FEE 25.00
POSTAGE .50
#676260 13603 R04 111:57
06/10/92

25.50



EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF New York

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

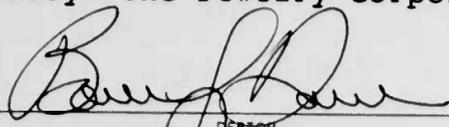
Oro Dall' Italia, Inc.
20 East 46th Street
New York, NY 10017

DEBTOR:

Finlay Fine Jewelry Corporation
521 Fifth Avenue
New York, NY 10175

All consigned goods and merchandise now held or hereafter added to any of CONSIGNEE'S locations as per that certain agreement entered into by CONSIGNOR and CONSIGNEE, that has been manufactured or distributed by CONSIGNOR including but not limited to the following trademarks "O.D.I." and/or "ZRW" and/or "JANA" either singly or in combination with any other word or words.

Finlay Fine Jewelry Corporation Oro Dall' Italia, Inc.



Bonni G. Davis
Filing Officer Copy



SECURED PARTY

2

SHEET No.

3203	Hecht Co. Ballston Common 701 North Glebe Road Arlington, VA 22203-2199	(703) 524-5100
3204	Hecht Co. Prince Georges Plaza 3500 East-West Highway Hyattsville, MD 20782	(301) 559-8800
3205	Hecht Co. Marlow Heights Shopping Center 4101 Branch Avenue Marlow Heights, MD 20748	(301) 423-3300
3206	Hecht Co. Metro Center 1201 G Street N.W. Washington, DC 20005	(202) 628-6661
3207	Hecht Co. Landmark Shopping Center 5701 Duke Street Alexandria, VA 22304	(703) 354-1900
3208	Hecht Co. Montgomery Mall 7125 Democracy Blvd. Bethesda, MD 20817	(301) 469-6800
3209	Hecht Co. Tysons Corner 8100 Leesburg Pike McLean, VA 22102	(703) 893-4900
3211	Hecht Co. Landover Mall Shopping Center 2203 Brightseat Road Landover, MD 20785	(301) 341-5100
3213	Hecht Co. Wheaton 11160 Veirs Mill Road Wheaton, MD 20902	(301) 929-8300
3214	Hecht Co. Columbia Mall 10300 Little Patuxent Parkway Columbia, MD 21044	(301) 997-3000

3215	Hecht Co. Manassas 8300 Sudley Road Manassas, VA 22110	(703) 368-7131
3216	Hecht Co. Lake Forest Mall 701 Russell Avenue Gaithersburg, MD 20877	(301) 948-3360
3217	Hecht Co. 135 Annapolis Mall Annapolis, MD 21401	(301) 266-0800
3218	Hecht Co. Fair Oaks 11700 Fair Oaks Mall Fairfax, VA 22030	(703) 591-3900
3219	Hecht Co. Laurel Center 14828 Baltimore/Washington Blvd. Laurel, MD 20707	(301) 776-0600
3225	Hecht Co. St. Charles Route 5 Waldorf, MD 20602	(301) 870-5800 x273
3240	Hecht Co. Military Circle Norfolk, VA 23502	(804) 461-2911
3241	Hecht Co. (Closed 2/4/92) Regency Square Shopping Center Parham & Quioccasin Road Richmond, VA 23229	(804) 740-0300
3242	Hecht Co. Lynnhaven Mall Lynnhaven Parkway & Southaven Road Virginia Beach, VA 23452	(804) 463-4910
3243	Hecht Co. Greenbriar Mall 1401 Greenbriar Parkway Chesapeake, VA 23320	(804) 424-6260

3244	Hecht Co. Chesterfield Mall Intersection Rt. 147 & Rt. 60 Richmond, VA 23235	(804) 794-5800
3245	Hecht Co. Cloverleaf 7205 Midlothian Tnpk. Richamond, VA 23225	(804) 745-9111
3246	Hecht Co. Hampton (Coliseum) 1800 West Mercury Blvd. Hampton, VA 23866	(804) 827-8900
3247	Hecht Co. Roanoke 4841 Valley View Blvd. Roanoke, VA 24012	(804) 362-0900
3248	Hecht Co. Colonial Heights 170 South Park Mall Colonial Heights, VA 23834	(804) 526-4400
3253	Hecht Co. Marley Station 7880 S. Ritchie Highway Glen Burnie, MD 21061	(301) 766-2055
3255	Hecht Co. (Closed 7/1/91) One Salisbury Mall Salisbury, MD 21801	(301) 749-1511
3256	Hecht Co. 10300 Red Run Blvd. Owings Mills, MD 21117	(301) 363-7700
3257	Hecht Co. Salisbury 2304 North Salisbury Blvd. Salisbury, MD 21801	(301) 860-0661
3258	Hecht Co. Golden Ring Mall 6400 Rossville Boulevard Baltimore, MD 21237	(301) 574-1600
3259	Hecht Co. Security Mall 6901 Security Boulevard Baltimore, MD 21207	(301) 944-8040

3260	Hecht Co. Baltimore Pike Bel Air, MD 21014	(301) 838-1832
3262	Hecht Co. 813 Dulaney Valley Road Towson, MD 21204	(301) 337-3600
3263	Hecht Co. White Marsh 8200 Perry Mall Blvd. Baltimore, MD 21236	(301) 341-9599
3270	Hecht Co. Crabtree Center 4325 Glenwood Avenue Raleigh, NC 27612	(919) 782-7200
3271	Hecht Co. Charlotte 4400 Sharon Road Charlotte, NC 28211	(704) 385-1000
3272	Hecht Co. Hanes 2500 Hanes Mall Blvd. Winston-Salem, NC 27103	(919) 768-6330
3273	Hecht Co. Friendly 700 Friendly Center Road Greensboro, NC 27404	(919) 855-7711
3274	Hecht Co. Cary Village 1105 Walnut Street Cary, NC 27511	(919) 480-9001
3295	Hecht Co. Northgate 1058 West Club Blvd. Durham, NC 27701	(919) 286-7751

Clerk of Court, Anne Arundel County
Financing Statement Records
Court House
7 Church Circle
Annapolis, Maryland 21401

BOOK 581 PAGE 430

286578

F I N A N C I N G S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Annapolis Yacht Yard, Inc.
P.O. Box 550, Thompson Creek Road
Stevensville, Maryland 21666

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401

3. This Financing Statement covers all:

Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

Inventory, raw materials, etc., including after acquired and proceeds.

Accounts, including after acquired, and proceeds.

RECORD FEE 11.00

POSTAGE .50

4876410 0303 R08 T12:40

Contract rights, including after acquired, and proceeds.

06/10/92

Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 95,550.00.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: *John P. Koehler*

John P. Koehler, Vice President
(Type Name and Title)

DEBTOR:

Annapolis Yacht Yard, Inc.

X *J.R. Achenback - President*
J.R. Achenback - President

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company
1824 George Avenue
Annapolis, Maryland 21401



11.
50

FINANCING STATEMENT

286579

TO BE FILED:

- ✓ A. AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- B. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

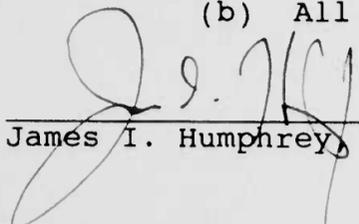
- 1. NAME AND ADDRESS OF DEBTOR: JAMES I. HUMPHREY, JR
850 St. Edmonds Place
Annapolis, Maryland 21401
- 2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
P.O. Box 987
Baltimore, Maryland 21203

3. This Financing Statement covers the following types (or items) of property:

RECORD FEE 11.00
POSTAGE .50
#474420 17403 R06 T12:41
06/10/92

(a) All of the Debtor's right, title and interest in and to, and as a limited or general partner of, Collington Center Associates Limited Partnership and Foreign Trade Zone Research and Development Associates Limited Partnership, each a Maryland limited partnership (collectively, the "Partnerships"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnerships cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnerships and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.


James I. Humphrey, Jr.

GL

11.50

BOOK 581 PAGE 431 -A

Filing Officer: After recordation, please return this Financing Statement to:

Susan Zimmerman Whitman
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

097895

BOOK 581 PAGE 432 Enterprises 286580

ABSSCO

FINANCING STATEMENT

ACCOUNT NO.	290781
LEASE NO.	4586

SECURED PARTY

10755 York Road, Cockeyville, Maryland 21030-2114

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)	
S & S Fire Protection		Same	
261 Poplar Road			
Millersville, MD 21108			
PHONE 647-7589		PHONE	
QUANTITY	MAKE — MODEL — SERIAL # — DESCRIPTION	PRICE	
1	Murata PCF3 (#10069)		
1	Surge Protector (TLM1)		
EQUIPMENT		RECORD FEE	11.00
		RECORD TAX	10.50
		POSTAGE	.50
		M&T 6450 C&O 3 R04 T1244.3	
			06/10/92

TO BE RECORDED IN FINANCING STATEMENT
 NOT TO BE

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 1500.00

- This Financing Statement covers the above described equipment. (Describe - attach separate list if necessary)
- Proceeds of collateral are covered.
- Products of collateral are not covered.

1.50
1.00
10.00
7.00
3.50

22.00

FEE 22.00

DEBTOR (S):

[Signature]
(SIGNATURE OF DEBTOR)

✓ GRANT H SMITH PRESIDENT-SALES
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

SECURED PARTY:

ABSSCO ENTERPRISES

BY: [Signature]
(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeyville, Maryland 21030-2114



11-30
30

BOOK 581 PAGE 433

ABSSCO Enterprises 286581

FINANCING STATEMENT	
ACCOUNT NO	39674
LEASE NO	4598

SECURED PARTY

10755 York Road, Cockeyville, Maryland 21030-2114

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)	
S & S Fire Protection			
261 Poplar Road			
Millersville, MD 21108			
PHONE 647-7589		PHONE	
QUANTITY	MAKE - MODEL - SERIAL # - DESCRIPTION	PRICE	
EQUIPMENT	1 Minolta 410Z (Reconditioned) - 1689110	RECORD FEE	11.00
	1 Copy Cabinet	RECORD TAX	17.50
	1 Surge Protector	POSTAGE	.50
		#574460 CA03 R04 T12:43 06/10/92 MARY N. ROISE AA CO. CIRCUIT COURT	

TO BE RECORDED IN FINANCING STATEMENT
 NOT TO BE

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 2500.00

- This Financing Statement covers the above described equipment. (Describe - attach separate list if necessary)
- Proceeds of collateral are covered.
- Products of collateral are not covered.

.50
1.00
10.00
14.00
3.50
\$ FEE 29.00

DEBTOR (S):

[Signature]
(SIGNATURE OF DEBTOR)

SECURED PARTY:

ABSSCO ENTERPRISES

GRANT H. SMITH PRESIDENT - SALES
TYPE OR PRINT

[Signature]
(SIGNATURE OF DEBTOR)

BY *[Signature]*
(SIGNATURE OF SECURED PARTY)

[Signature]
TYPE OR PRINT

ALAN I. ELKIN, PRESIDENT
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES
10755 York Road
Cockeyville, Maryland 21030-2114



11
17.50
30
30

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1640.⁰⁰

If this statement is to be recorded in land records check here.

This financing statement Dated 4-24-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael and Kathleen Fay

Address 104 Jack Pine Dr. Pasadena Md. 21122

2. SECURED PARTY PREPARED BY:

Name Chrysler First Financial Services

Address 1640 Ritchie Hwy STE 205
Arnold, Md. 21012

MAIL TO:



Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 60 mo.

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
M&T 6520 CA03 R08 112:50
06/10/92

4. This financing statement covers the following types (or items) of property: (list)

Thermal safe door # 82 - white with black trim.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

104 Jack Pine Dr.
Pasadena, MD 21122

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

"I hereby certify that this instrument was prepared under my supervision."

(Signature of Debtor)

Michael Fay
Type or Print Above Name on Above Line

(Signature of Debtor)

Kathleen Fay
Type or Print Above Signature on Above Line

T.O. Breig, Manager

(Signature of Secured Party)

J. Bonincontri, Credit Specialist
Type or Print Above Signature on Above Line

12-14.00
50

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES) BAKER PO BOX 326 EDGEWATER 216305767 RA		2 SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265	3 MATURITY DATE (If Any) 27MAY03 FOR FILING OFFICER (Date, Time and Filing Office)
---	--	---	--

4 This statement refers to original Financing Statement bearing File No. 272967
BK 527 PG 274
Filed with ANNE ARUNDEL MD Date Filed 27MAY03

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above
- 7 ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

RECORD FEE 10.00
POSTAGE .50
#A76800 0403 ROS T14247
04/10/93
MARY N. ROSE
AA CO. CIRCUIT COURT



10. _____
Number of Additional Sheets Presented 01JUN92

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

JOHN DEERE COMPANY

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By L. A. Walters Director, Instalment Finance - For
Signature(s) of Secured Party(ies)

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

1050

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) KI Research, Inc. 2600 Cabover Drive, Suite A Hanover, MD 21076	2. Secured Party(ies) and address(es) 11701 CO BellSouth Communication Systems, Inc. 1936 Blue Hills Drive, NE ← Roanoke, VA 24012	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 128230 568-554 Filed with <u>Anne Arund Co.</u> Date Filed <u>6/17/91</u> 19 <u>91</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Private telephone communication equipment . . . address change to: 6762 Alexander Bell Drive Columbia, MD 21076	RECORD FEE 10.00 POSTAGE .50 8474720 0803 R06 T14239 06/10/92 MARY N. ROSE AA CO. CIRCUIT COURT No. of additional Sheets presented:	
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical	By: <u>Guy M. Hicks, III, VP</u> <u>BellSouth Communication Systems, Inc.</u> Signature(s) of Secured Party(ies)	



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Chesapeake Moulding & Millwork Co., Inc. 215C Najoles Rd. Millersville, MD 21108</p>	<p>2. Secured Party(ies) and address(es)</p> <p>AH Leasing, Inc. 3729 Union Rd., Ste. #3 Cheektowaga, NY 14225</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>one Wadkin GD-5 moulder, 3PH, 220Volt, s/n: 422</p> <p>Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5</p> <p>This Transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record</p> <p><i>"Equipment Lease - does not create a security interest."</i></p> <p><i>LA235154</i></p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p>Eaton Financial Corp. 10 East Stow Rd. Marlton, NJ 08053</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:</p> <p>Check <input checked="" type="checkbox"/> if covered; <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p> <p>Filed with:</p>		

Q.L.

RECORD FEE 11.00
#A76730 12803 R04 T1413.6
06/10/92

By: Michael W. Brazil
Signature(s) of Debtor(s)

By: Jerry Noble PRES.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



FINANCING STATEMENT FORM UCC-1

Identifying File No. 286584

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name Wharton, Levin, Ehrmantraut & Klein P.A.

Address 225 Duke of Gloucester St Annapolis, MD 21404

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 9104 Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached addendums

15# 236909

Name and address of Assignee

RECORD FEE 11.00 #A76740 C603 R06 T14:37 06/10/92

MARY N. ROSE

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wharton, Levin, Ehrmantraut & Klein P.A.

(Signature of Debtor) Lessee

Robert D. Klein (Secretary)

Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

(Signature of Secured Party) Lessor

Robert L Hewitt

Type or Print Above Signature on Above Line



Customer # _____
Lease # 236909

Approval # _____
Page _____ of _____

ADDENDUM "A"

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF A LEASE AGREEMENT BETWEEN
WHARTON, LEVIN, EHRMANTRAUT & KLEIN, P.A. LESSEE,
AND EATON FINANCIAL CORPORATION, LESSOR DATED _____ .

EQUIPMENT LISTING

QTY	ITEM
1	Intel Etherhub TPE
1	ST486 Server
1	Novell Netware 386 v3.11/100 User
1	American Power 800
1	Palindrome Network Archivist
1	STA3225 Workstation w/108 Mbyte Hard disk
1	STA3225 Workstation no hard drive
3	STA3633 Workstation
2	TI Microlaser XL Printers
1	Microtest Lanport II
1	Intel 14,400 External Modem
1	HyperAccess 5 Communications Software
1	Castelle FaxPress
1	WordPerfect, 5-User
1	Ontime Network Calendar 5-User
5	MS DOS
1	WordPerfect Office, 5-user license
1	APC UPS monitoring card
1	STA Notebook Computer

BY: *Robert D. Klein*
Robert D. Klein, Secretary 5/5/92
print name, title and date



STATE OF MARYLAND

BOOK 581 PAGE 440

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. C777R03
Anne Arundel Co. Circuit Court
RECORDED IN LIBER 539 FOLIO 145 ON 3/21/89 (DATE)

1. DEBTOR

Name Chemtech Industries, Inc.
Address 1655 Des Peres Road, St. Louis, Missouri 63131

2. SECURED PARTY

Name The Boatmen's National Bank of St. Louis
Address One Boatmen's Plaza, 800 Market St., St. Louis, MO 63101
~~Lewis, Rice & Fingersh, Attn: Rosemarie M. Karcher~~
~~611 Olive Street, Suite 1400, St. Louis, Missouri 63101~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>This is a partial release. See Exhibit A attached for list of released collateral.</p>	

RECORD FEE 10.00
POSTAGE .50
#474750 1403 R04 T1473B
06/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

70

Dated 5/29/92

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS

By: Patricia M. Watson
(Signature of Secured Party)
Patricia M. Watson, Vice President
Type or Print Above Name on Above Line

10
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Exhibit A
(Released Collateral)

The following property arising out of, used in connection with, owned by, held by or attributed to Debtor's Distribution Group ("CDG"), as of May 29, 1992, in its business of selling and distributing commodity chemicals:

1. All accounts receivable, except such accounts receivable in excess of ninety (90) days old;
2. All saleable inventory and all fuel inventory;
3. All supplies, materials, contracts and sale orders, customer lists, and all items carried as prepaid rent, and other prepaid expenses and defined charges, deposits and advances; and
4. All licenses, orders, franchises and other permits of all governmental agencies, whether federal, state or local, 1992.

286585

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
JRC Construction Co., Inc.
7355 Green Acres Drive
Glen Burnie, MD 21060

2. Secured Party(ies) and address(es)
→ TURF EQUIPMENT AND SUPPLY CO., INC.
6660 Santa Barbara Road
Elkridge, MD 21227

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions, when such goods have been financed by secured party; all accounts, contract rights, chattel paper, and general intangibles, now owned or hereafter existing in favor of or acquired by Debtor; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

5. Assignee(s) of Secured Party and Address(es)
RECORD FEE 11.00
4476760 CA03 R04 T14339
06/10/92

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
Not subject to recording tax - purchase money security interest
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

JRC Construction Co., Inc.
By: John R. Combe
Signature(s) of Debtor(s)

Turf Equipment and Supply Co., Inc.
By: Frederic Schatz, Credit Mgr.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

JUN 4 REC'D

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

CONNOR, B. DBA RHODE RVR MARIN
3932 GERMANTOWN RD.
EDGEWATER RD. MD 21037
212844747 AA

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265

3 MATURITY DATE
(If Any) 17AUG92

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 269086
SK 518 PG 66

Filed with ANNE ARUNDEL MD Date Filed 17AUG87

- 5 CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 6 TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above
- 7 ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10
- 8 AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10
- 9 RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

10

Number of Additional Sheets Presented

01JUN92

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

FILING OFFICER COPY - ALPHABETICAL

TO

CLERK OF CIRCUIT CRT
2 UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

JOHN DEERE COMPANY

By D. A. Walters Director, Installment Finance - For
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC 3

RECORD FEE 10.00
POSTAGE .50



#678910 0803 R08 T14:47

06/10/92

MARY M. ROSE
AA CO. CIRCUIT COURT

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

10
50

\$10.50

BOOK 581 PAGE 444

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283881

RECORDED IN LIBER 568 FOLIO 464 ON 6/19/91 (DATE)

1. DEBTOR

Name JOHN AND BELINDA CORKEN
Address 2005 BIG LANE CT HUNTINGTOWN, MD 20639

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 248 DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
2603 RD 4 T15+03
06/10/92

9.1

Dated 6/2/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

10 50

91050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 285093

RECORDED IN LIBER 574 FOLIO 466 ON 11/19/91 (DATE)

1. DEBTOR

Name MARY ANN WROTEN
Address 636 KIMBERLY WAY STEVENSVILLE, MD 21666

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 248 DEFENSEST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9/10/95

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
MATABRO 0403 R04 115:03
06/10/92
MARY M. ROUSE
DA CO. CIRCUIT COURT

1050

Dated 6/2/92

Ernest W. Spriggs
(Signature of Secured Party)

ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

1050

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/2/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MR. LESLIE S. ASHWELL
Address PO BOX 1567 GLEN BURNIE MD 21060

2. SECURED PARTY

Name HORWEST FINANCIAL LEASING
Address 24 B DEFENSE ST
BETHESDA MD 20814

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/2/96

4. This financing statement covers the following types (or items) of property: (list)

- ① CAMERA
- ① STEREO
- ② TELEVISIONS
- ① VIDEO CASSETTE RECORDER
- CARPETING
- ① LAWN MOWER
- ① TYPEWRITER

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Leslie S. Ashwell
(Signature of Debtor)

MR. LESLIE S ASHWELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Arthur S. Monroe Jr.
(Signature of Secured Party)

ARTHUR S. MONROE, JR
Type or Print Above Signature on Above Line

1150



RECORD FEE 11.00
POSTAGE .50
MAY 20 0603 PM 15:11
06/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285870

RECORDED IN LIBER 578 FOLIO 274 ON 3/10/92 (DATE)

1. DEBTOR

Name ROY AND BARBARA DOUE
Address 1704 MILLSTONE DR EDGEWATER MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24B DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2/24/95

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
0603 004 715:04
06/10/92
MARY N. ROSE
CIRCUIT COURT

Dated 6/2/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

\$ 10.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 385356
RECORDED IN LIBER 578 FOLIO 254 ON 3/10/92 (DATE)

1. DEBTOR

Name GEORGE AND VERONICA WILLIAMS
Address 250 WOODARD RD, ARNOLD, MD 21012

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 24B DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2/28/95

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00 POSTAGE .50</p>	

8874900 0603 1204 115:05
06/10/92
MARY N. ROSE
AA CL. CIRCUIT COURT

Dated 6/2/92

Ernest W. Spriggs
(Signature of Secured Party)
ERNEST W. SPRIGGS
Type or Print Above Name on Above Line

1050

STATE OF MARYLAND
FINANCING STATEMENT BOOK **581** PAGE **449**
FORM UCC-1

286587

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard Todd & Patricia A. Plummer
 Address 1714 Longwood Road - Edgewater, Md. 21037

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.
 Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Credit-P.O. Box 292-Racine, Wisconsin 53401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) New Custom 20T242IAS Trailer
 Serial #1YB291865N1B1T502

Name and address of Assignee
 Case Credit A Division of
 Case Corporation ID No. 74-1668960
 Tenneco Credit Corporation 13.00
 ID No. 76-0010368 P.O. Box 292 50
 Racine, Wisconsin 53401-0292
 06/10/92

THIS IS A RETAIL SALES INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
 (Signature of Debtor)

Richard Todd Plummer
 Type or Print Above Name on Above Line

[Signature]
 (Signature of Debtor)

Patricia A. Plummer
 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

Suit & Wells Equipment Co., Inc.
 Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pritt, Fred
Address 2 Evergreen Road, Severna Park, MD 21146

2. SECURED PARTY

Name Industrial Indemnity Company -- Attn: Gordon S. Grout
Address 275 Battery Street, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Everything in the attached Exhibit A.

Name and address of RECORDING OFFICE
RECORD FEE 11.00
POSTAGE .50
#677180 0603 204 715434
06/10/92

TE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Bruce Hixon (Signature of Debtor)
Attorney-in-Fact for the Above Named Debtor

Type or Print Above Signature on Above Line

Bruce Hixon

Bruce Hixon (Signature of Secured Party)
Authorized Representative

Type or Print Above Signature on Above Line

11/50

EXHIBIT A

1. All rights, title, interest and distributions of payment of any kind credited to the Debtor from the Settlement Fund monies In the Matter of VMS Limited Partnership Securities Litigation; Case No. 90 C 2412 (in Federal Court in the Northern District of Illinois) or any proceeds therefrom or any property received wholly or partially in exchange or trade for such Settlement Fund monies.

2. All rights, title, interest in and to any proceeds or distributions from litigation, arbitration, settlement of claims or otherwise that the Debtor may receive from pursuing any rights the Debtor may have with respect to the Debtor's interest in a VMS syndicated partnership which was involved In the Matter of VMS Limited Partnership Securities Litigation: Case No. 90 C 2412, including without limitation all accounts, chattel paper, deposit accounts, documents, general intangibles, instruments and all products and proceeds of the foregoing.

It is intended that the scope this financing statement include without limitation all rights, etc, directly assigned and assigned for security as a part of the settlement of the aforementioned action and includes matters addressed in the Settlement Agreement itself as well as the Forbearance Agreement resulting from the settlement.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Grizzell, Joseph M.
 Address 690 Merrimac Court, Davidsonville, MD 21035

2. SECURED PARTY

Name Industrial Indemnity Company -- Attn: Gordon S. Grout
 Address 275 Battery Street, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Everything in the attached Exhibit A.

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
BATT150 DA03 006 T15 35	
06/10/92	
MARY M. ROSE	
AA CO. CIRCUIT COURT	

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

 (Signature of Debtor)

Type or Print Above Name on Above Line

Bruce Hixon
 Bruce Hixon (Signature of Debtor)
 Attorney-in-Fact for the Above Named Debtor
 Type or Print Above Signature on Above Line

Bruce Hixon
 (Signature of Secured Party)

Bruce Hixon
 Authorized Representative

Type or Print Above Signature on Above Line

11/5

EXHIBIT A

1. All rights, title, interest and distributions of payment of any kind credited to the Debtor from the Settlement Fund monies In the Matter of VMS Limited Partnership Securities Litigation; Case No. 90 C 2412 (in Federal Court in the Northern District of Illinois) or any proceeds therefrom or any property received wholly or partially in exchange or trade for such Settlement Fund monies.

2. All rights, title, interest in and to any proceeds or distributions from litigation, arbitration, settlement of claims or otherwise that the Debtor may receive from pursuing any rights the Debtor may have with respect to the Debtor's interest in a VMS syndicated partnership which was involved In the Matter of VMS Limited Partnership Securities Litigation: Case No. 90 C 2412, including without limitation all accounts, chattel paper, deposit accounts, documents, general intangibles, instruments and all products and proceeds of the foregoing.

It is intended that the scope this financing statement include without limitation all rights, etc, directly assigned and assigned for security as a part of the settlement of the aforementioned action and includes matters addressed in the Settlement Agreement itself as well as the Forbearance Agreement resulting from the settlement.

EXHIBIT A

1. All rights, title, interest and distributions of payment of any kind credited to the Debtor from the Settlement Fund monies In the Matter of VMS Limited Partnership Securities Litigation; Case No. 90 C 2412 (in Federal Court in the Northern District of Illinois) or any proceeds therefrom or any property received wholly or partially in exchange or trade for such Settlement Fund monies.

2. All rights, title, interest in and to any proceeds or distributions from litigation, arbitration, settlement of claims or otherwise that the Debtor may receive from pursuing any rights the Debtor may have with respect to the Debtor's interest in a VMS syndicated partnership which was involved In the Matter of VMS Limited Partnership Securities Litigation: Case No. 90 C 2412, including without limitation all accounts, chattel paper, deposit accounts, documents, general intangibles, instruments and all products and proceeds of the foregoing.

It is intended that the scope this financing statement include without limitation all rights, etc, directly assigned and assigned for security as a part of the settlement of the aforementioned action and includes matters addressed in the Settlement Agreement itself as well as the Forbearance Agreement resulting from the settlement.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Grizzell, Joseph M.
 Address 690 Merrimac Court, Davidsonville, MD 21035

2. SECURED PARTY

Name Industrial Indemnity Company -- Attn: Gordon S. Grout
 Address 275 Battery Street, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Everything in the attached Exhibit A.

Name and address of Assignee
 RECORD FEE 11.00
 POSTAGE .50
 #477150 0603 006 115.35
 06/10/92
 MARY M. ROSE
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

 (Signature of Debtor)

Type or Print Above Name on Above Line

Bruce Hixon
 (Signature of Debtor)
 Attorney-in-Fact for the Above Named Debtor
 Type or Print Above Signature on Above Line

11/5

Bruce Hixon
 (Signature of Secured Party)
 Authorized Representative
 Type or Print Above Signature on Above Line

EXHIBIT A

1. All rights, title, interest and distributions of payment of any kind credited to the Debtor from the Settlement Fund monies In the Matter of VMS Limited Partnership Securities Litigation; Case No. 90 C 2412 (in Federal Court in the Northern District of Illinois) or any proceeds therefrom or any property received wholly or partially in exchange or trade for such Settlement Fund monies.

2. All rights, title, interest in and to any proceeds or distributions from litigation, arbitration, settlement of claims or otherwise that the Debtor may receive from pursuing any rights the Debtor may have with respect to the Debtor's interest in a VMS syndicated partnership which was involved In the Matter of VMS Limited Partnership Securities Litigation: Case No. 90 C 2412, including without limitation all accounts, chattel paper, deposit accounts, documents, general intangibles, instruments and all products and proceeds of the foregoing.

It is intended that the scope this financing statement include without limitation all rights, etc, directly assigned and assigned for security as a part of the settlement of the aforementioned action and includes matters addressed in the Settlement Agreement itself as well as the Forbearance Agreement resulting from the settlement.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rosov, Howard, Carrie & Bradley

Address 101 Ridgely Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name Industrial Indemnity Company -- Attn: Gordon S. Grout

Address 275 Battery Street, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Everything in the attached Exhibit A.

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
#477140 0403 R04 T13735	

06/10/92

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Bruce Hixon

Bruce Hixon (Signature of Debtor)

Attorney-in-Fact for the Above Named Debtor

Type or Print Above Signature on Above Line

Bruce Hixon

(Signature of Secured Party)

Bruce Hixon

Authorized Representative

Type or Print Above Signature on Above Line

11/5

EXHIBIT A

1. All rights, title, interest and distributions of payment of any kind credited to the Debtor from the Settlement Fund monies In the Matter of VMS Limited Partnership Securities Litigation; Case No. 90 C 2412 (in Federal Court in the Northern District of Illinois) or any proceeds therefrom or any property received wholly or partially in exchange or trade for such Settlement Fund monies.

2. All rights, title, interest in and to any proceeds or distributions from litigation, arbitration, settlement of claims or otherwise that the Debtor may receive from pursuing any rights the Debtor may have with respect to the Debtor's interest in a VMS syndicated partnership which was involved In the Matter of VMS Limited Partnership Securities Litigation: Case No. 90 C 2412, including without limitation all accounts, chattel paper, deposit accounts, documents, general intangibles, instruments and all products and proceeds of the foregoing.

It is intended that the scope this financing statement include without limitation all rights, etc, directly assigned and assigned for security as a part of the settlement of the aforementioned action and includes matters addressed in the Settlement Agreement itself as well as the Forbearance Agreement resulting from the settlement.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/28/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORWEST FINANCIAL MD INC.
Address 24 DEFENSE ST SUITE B ANNAPOLIS MD 21401

2. SECURED PARTY

Name JAMES & KIMBERLY IRELAND
Address 175 SEAGULL DR

PASADENA MD 21122
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/28/95

RECORD FEE 11.00
POSTAGE .50
MATERIALS 0603 006 115-03

4. This financing statement covers the following types (or items) of property: (list)

BICYCLES,
BOAT
ABOVE-GROUND SWIMMING POOL
POWER-HAND TOOLS
CARPETING

06/10/92
MARY M. ROUSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

JAMES IRELAND
Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)

KIMBERLY IRELAND
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MICHAEL D GORDY
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286592

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONTRACT # 29820 - 737372

Name BRISTOL EXCAVATING
Address 1102 WRIGHTON ROAD LOTHIAN, MD 20711

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 NEW KUBOTA KH007 MINI EXCAVATOR, SER.# 14473.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
1025 NORTHBROOK PKWY.
SUWANEE, GA 30174-2967

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK THE LINES WHICH APPLY

RECORD FEE 11.00
05/10/92

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

BRISTOL EXCAVATING
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

LARRY E. GROFF
Type or Print Above Signature on Above Line

11.50

560.00 Recordation Tax

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

286593

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 80,000.00.
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court for Anne Arundel County

5. Debtor(s) Name(s): Pastore's of Mountain Road, Inc. Address(es): 3820 Mountain Road
Pasadena, MD 21122

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charles Street
Baltimore, Maryland 21201
Attention: LDRU 250603

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Pastore's of Mountain Road, Inc.

By: Leslie S. Pizzo (Seal) _____ (Seal)
Leslie S. Pizzo, President

By: Brian J. Metzbow (Seal) _____ (Seal)
Brian J. Metzbow, Vice President

(Seal)

(Seal)

Return To:
LSU Team Metzbow 250624 (Seal)
Maryland National Bank
100 S. Charles Street
Baltimore, MD 21201 (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

RECORD FEE 11.00
RECORD TAX 560.00
-50
R01 109:17
06/11/92



MNB

3578085-0001-014949
ANNE ARUNDEL COUNTY MARYLAND
CVRS a/r,g/i,c/p, & Inv

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
BOOK 581 PAGE 459 Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This
Statement refers to original Financial Statement, Identifying File Number 234464 recorded
in Liber 429, Folio 369 on 9-19-80 (date).

NAME AND ADDRESS
OF DEBTOR:

KASOFF BROS., CORP.
QUALITY BRANDS, INC.
INTERNATIONAL DISTRIBUTING
CORPORATION
226 Dover Road
Glen Burnie, Maryland 21061

NAME AND ADDRESS
OF SECURED PARTY:

MARYLAND NATIONAL BANK
P.O. BOX 987
Baltimore, Maryland 21201
ATTENTION: LDRU m/s 250603

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

RECORD FEE 0.00

POSTAGE .50

#411070 C191 R01 T09:19

06/11/92

AA CO. CIRCUIT COURT



9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL
BANK

By J. Marie Bodley
J. Marie Bodley A.V.P.
(Type Name and Title)

MNB

2741981

ANNE ARUNDEL COUNTY, MARYLAND

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 581 PAGE 460

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 235633 recorded in Liber 431, Folio 565 on 12-1-80 (date).

NAME AND ADDRESS OF DEBTOR: MASERATI AUTOMOBILES INCORPORATED 314 Hammonds Ferry Road Glen Burnie, Maryland 21061

NAME AND ADDRESS OF SECURED PARTY: MAYOR AND CITY COUNCIL OF BALTIMORE City Hall 10 N. Holliday Street Baltimore, Maryland 21202

NAME AND ADDRESS OF ASSIGNEE: MARYLAND NATIONAL BANK 10 Light Street Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

- 3. [XX] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below
6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
#411060 C191 R01 T09+1B
06/11/92

MARY N. ROSE
CITY CLERK



9. DEBTOR:

Four horizontal lines for debtor information.

SECURED PARTY: Maryland National Bank

By J. Marie Bodley
J. Marie Bodley A.V.P.
(Type Name and Title)

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

2741981 ANNE ARUNDEL COUNTY, MARYLAND

BOOK 581 PAGE 461

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 235632 recorded in Liber 431, Folio 564 on 12/1/80 (date).

NAME AND ADDRESS OF DEBTOR: MASERATI AUTOMOBILES INCORPORATED
314 Hammonds Ferry Road
Glen Burnie, Maryland 21061

NAME AND ADDRESS OF SECURED PARTY: MAYOR AND CITY COUNCIL OF BALTIMORE
City Hall
10 N. Holliday Street
Baltimore, Maryland 21202

NAME AND ADDRESS OF ASSIGNEE: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 1.00

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. RECORD FEE 9.00
POSTAGE .50

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below. BALTIMORE CIVIL COURT 109*18
12/11/92
MARY N. ROSE

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required) SA. CO. CIRCUIT COURT

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below. G.L.

8.

9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL BANK

By J. Marie Bodley
J. Marie Bodley A.V.P.
(Type Name and Title)

MNB
2741981-2001-016136
ANNE ARUNDEL COUNTY, MARYLAND

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

BOOK 581 PAGE 462

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This
Statement refers to original Financial Statement, Identifying File Number 233235 recorded
427 1 7-1-80
in Liber _____, Folio _____ on _____ (date).

NAME AND ADDRESS
OF DEBTOR:

MASERATI AUTOMOBILES INC.
314 Hammonds Ferry Road
Glen Burnie, Maryland 21061

NAME AND ADDRESS
OF SECURED PARTY:

MAYOR AND CITY COUNCIL OF
BALTIMORE
CITY HALL
10 N. Holliday Street
Baltimore, Maryland 21202

NAME AND ADDRESS
OF ASSIGNEE:

MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby
(Check only one Box.)

- CONTINUATION. The original Financing Statement referred to above is still effective. RECORD FEE 10.00
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. FILING FEE .50
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below. #411040 CIVIL ROU 109:18 04/11/92 ROSE
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required) AA CO. CIRCUIT COURT
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY: MARYLAND NATIONAL
BANK

By

J. Marie Bodley

J. Marie Bodley A.V.P.
(Type Name and Title)

286594

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be recorded in the:

- 1. Financing Statement Records of Anne Arundel County, Maryland
- 2. State of Maryland Department of Assessments and Taxation
- 3. Land Records of Anne Arundel County, Maryland.

NAME AND ADDRESS OF DEBTOR:

BREW, INC.
2029 WEST STREET
ANNAPOLIS, MARYLAND 21403

RECORD FEE 13.00
POSTAGE .50
#A74220 CARP ROOM 11:50
06/11/92
MARY H. ROSE
AA CO. CIRCUIT COURT

NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

(G.L.)

This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. ALL EQUIPMENT AND FIXTURES. All of the Debtor's restaurant equipment, tables, chairs, stoves, refrigerators, both now owned and hereafter acquired, ~~including, but not exclusively, all the equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference,~~ together with (i) all additions, parts, fittings, accessories, special tools attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-

ROBLER
& RICHMAN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

1300

DB

cash proceeds and products thereof. All such equipment or fixtures that are or will be located at or are to be attached to the liquor store property located in premises known as 2029 West Street, Anne Arundel County, Annapolis, Maryland 21401.

D. LEASES. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

E. CONTRACTS OF SALE. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all contracts of sale executed by the Debtor, as seller of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereinafter created, and the proceeds thereof.

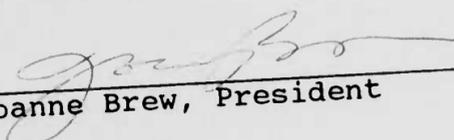
F. LIQUOR LICENSE. Beer, Wine and Liquor License No. 0061, Class D, Music and Sunday Sales, issued by the City of Annapolis Liquor Board for the premises known as Brew's Wines and Spirits, 2029 West Street, Annapolis, Maryland 21401.

G. PROCEEDS AND PRODUCTS. Proceeds and products of the collateral are also covered.

* NOT SUBJECT TO RECORDATION TAX *

DEBTOR:

BREW, INC.

BY: 
Joanne Brew, President

June 3, 1992
DATE

ROBLYER
& RICHMAN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

EXHIBIT 'A'

BEING and intended to be that parcel of land now known as 2029 West Street, Annapolis, Maryland on which is presently located the Shamrock Tavern, and being that parcel of land assessed under Anne Arundel County Tax Account No. 2-000-0106-39300.

BEING the identical property which by Deed dated May 1, 1981, and recorded among the Land Records of Anne Arundel County in Liber WGL 3403 folio 262, was granted and conveyed by Thomas J. Siomporas and Evangeline T. Siomporas, his wife, unto Joanne S. Brew, reserving however unto the said Thomas J. Siomporas and Evangeline T. Siomporas, his wife, a life estate with full powers, the said Evangeline T. Siomporas having departed this life on or about May 7, 1935, leaving the said Thomas J. Siomporas surviving.

92-03-004AN

The underlying secured transaction being publicized by this Financing Statement is is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ _____.

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 03-19-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Chesapeake Bay Sport Fishing and Charters, Inc.
P O Box 304
Deale, MD 20751

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

Annapolis National Bank
P.O. Box 2279

Annapolis, MD 21404-2279

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ when it was brought into this state or
when the debtor's location was changed to this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected.

Chesapeake Bay Sport Fishing and Charters, Inc.

By: Larry C. Thomas, Sr., President

Signature of Debtor

Annapolis National Bank

Signature of Secured Party

RECORDED FILE 11:00

11:00

ANNAPOLIS, MD 21401

3/21/92

MARY A. HILL

CLERK, CIRCUIT COURT

RETURN TO
FIRST AMERICAN TITLE
133 DEFENSE HWY. # 113
ANNAPOLIS, MD 21401



11/8

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274259

RECORDED IN LIBER 531 FOLIO 195 ON 8/22/88 (DATE)

1. DEBTOR

Name Simmons Communications Co., L.P., c/o Simmons Communications, Inc.

Address 1600 Summer Street, Stamford, CT 06905

RECORD FEE 25.00
POSTAGE .50
#474780 GARY R02 109:13
08/12/88

2. SECURED PARTY

Name Bank of New England, N.A., as Agent

Address 28 State Street, Boston, MA 02106

MARY H. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Assignee: Canadian Imperial Bank of Commerce, as Agent
425 Lexington Avenue
New York, NY 10017

Property: See Exhibit A attached hereto and incorporated by reference herein.

Dated _____

See attached copy.
(Signature of Secured Party)

Type or Print Above Name on Above Line

2800
203

NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P. G. [Signature] (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
Gen Mgr & CEO

5212a

BOOK 581 PAGE 473

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a



BOOK 581 PAGE 474

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274529

RECORDED IN LIBER 531 FOLIO 195 ON 8/22/88 (DATE)

1. DEBTOR

Name Simmons Communications Co., L.P., c/o Simmons Communications, Inc.

Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent

Address 425 Lexington Ave., New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

G.L.

RECORD FEE 10.00
POSTAGE .50
#474790 1989 002 T09:14
08/12/92
MARY H. ROSE
AA CO. CIRCUIT COURT

Dated 5/21/92

John H. Tyler, VP
(Signature of Secured Party)
John H. Tyler
Type or Print Above Name on Above Line

10 00 30



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 462 FOLIO 380 ON 6/2/83 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, a Delaware
General Partnership
Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Bank of New England, N.A., as Agent
Address 28 State Street, Boston, MA 02106

RECORD FEE 26.00
STAMP .50
MAY 12 1983
MARY H. ROSE
CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: <u>Canadian Imperial Bank of Commerce, as Agent 425 Lexington Avenue New York, New York 10017</u></p> <p>Property: <u>See Exhibit A attached hereto and incorporated by reference herein.</u></p>	

Dated _____

See attached copy.
(Signature of Secured Party)

Type or Print Above Name on Above Line

26.00
26.5



NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P. G. EK (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
Gen. Mgr. & CEO

5212a

MAY 29 '92 01:32PM C.H. & S. BOSTON 2

P. 1

BOOK 581 PAGE 481

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 462 FOLIO 380 ON 6/2/83 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, a Delaware general partnership
Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent
Address 425 Lexington Avenue, New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above,
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination.</p>

RECORD FEE 10.00
POSTAGE .50
#474970 189 102 TOP32
08/12/92
MARY H. ROSE
1A CO. CIRCUIT COURT

75

Dated 5/21/92

John H. Tyler, CP
(Signature of Secured Party)

John H. Tyler
Type or Print Above Name on Above Line

1000



BOOK 581 PAGE 483

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 470 FOLIO 179 ON 2/6/84 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, a Delaware
General Partnership
Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Bank of New England, N.A., as Agent
Address 28 State Street, Boston, MA 02106

RECORD FEE 28.00
POSTAGE .50
HATFIELD CARR RDZ T09:15
08/12/92
MARY H. ROSE
AS SO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Assignee: Canadian Imperial Bank of Commerce, as Agent
425 Lexington Avenue
New York, New York 10017

Property: See Exhibit A attached hereto and
incorporated by reference herein.

Dated _____

See attached copy.

(Signature of Secured Party)

Type or Print Above Name on Above Line

2800

NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P. G. [Signature] (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
[Signature] VP & CEO

5212a

BOOK 581 PAGE 489

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 470 FOLIO 179 ON 2/6/84 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, a Delaware General Partnership
Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent
Address 425 Lexington Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000, Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00 POSTAGE .50 RETURN CASE #02 TOP:15 06/12/92 MARY H. RUSE AA CO. CIRCUIT COURT</p>	
	<p>(S.L.)</p>	

Dated 5/21/92

John H. Tyler, Jr
(Signature of Secured Party)
John H. Tyler
Type or Print Above Name on Above Line

1000 JB



①

BOOK 581 PAGE 491

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 462 FOLIO 375 ON 6/2/83 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, Inc.

Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Bank of New England, N.A., as Agent

Address 28 State Street, Boston, MA 02106

RECORD FEE 28.00
POSTAGE .50
#474830 (APP NO2 109:16)
06/12/83
MARY H. ROSE
SA CH. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Canadian Imperial Bank of Commerce, as Agent 425 Lexington Avenue New York, NY 10017</p> <p>Property: See Exhibit A attached hereto and incorporated by reference herein.</p>	

①

Dated _____

See attached copy.
(Signature of Secured Party)

Type or Print Above Name on Above Line

2800
30



NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P. G. [Signature] (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
[Signature] VP + CFO

5212a

BOOK 581 PAGE 497

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a

2

BOOK 581 PAGE 498

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 462 FOLIO 375 ON 6/2/83 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, Inc.

Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent

Address 425 Lexington Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECORD FEE 10.00
POSTAGE .50
MAY 11 1992
MARY H. ROSE
AA CO. CIRCUIT COURT

Dated 5/21/92

John H. Tyler UP
(Signature of Secured Party)

John H. Tyler
Type or Print Above Name on Above Line

10⁰⁰



BOOK 581 PAGE 499

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 470 FOLIO 184 ON 2/6/84 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, Inc.Address 1600 Summer Street, Stamford, CT 06905RECORD FEE .28.00
POSTAGE .50
HAT 1850 CARR R02 T09417
05/12/92

2. SECURED PARTY

Name Bank of New England, N.A., as AgentAddress 28 State Street, Boston, MA 02109MARY H. ROSE
HAT CO. CIRCUIT COURTPerson And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENTA. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other:
(Indicate whether amendment, termination, etc.)Assignee: Canadian Imperial Bank of Commerce, as Agent
425 Lexington Avenue
New York, NY 10017

Property: See Exhibit A attached hereto and incorporated by reference herein.

Dated _____

See attached copy.
(Signature of Secured Party)

Type or Print Above Name on Above Line

2800
10

NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P.G. [Signature] (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
[Signature] VP + CFO

5212a

BOOK 581 PAGE 505

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a

BOOK 581 PAGE 506

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 470 FOLIO 184 ON 2/6/84 (DATE)

1. DEBTOR

Name Simmons Communications of Delaware-Maryland, Inc.

Address 1600 Summer Street, Stamford, CT 06905

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent

Address 425 Lexington Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>MAR 10 1989 102 109418</p> <p>04/12/92</p> <p>MARY H. ROSE</p> <p>AA CO. CIRCUIT COURT</p>	
	<p>1000</p>	

Dated 5/21/92

John H. Tyler, UP
(Signature of Secured Party)
John H. Tyler
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247585

RECORDED IN LIBER 462 FOLIO 384 ON 6/2/83 (DATE)

1. DEBTOR

Name All-Venture Communications of Delaware-Maryland, Inc.

Address 305 West Dupont Highway, Millsboro, DE 19966

RECORD FEE 28.00
POSTAGE .50
MAY 12 1983
MARY H. ROSE
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Bank of New England, N.A., as Agent

Address 28 State Street, Boston, MA 02109

75

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Assignee: Canadian Imperial Bank of Commerce, as Agent 425 Lexington Avenue New York, NY 10017</p>	
	<p>Property: See Exhibit A attached hereto and incorporated by reference herein.</p>	

Dated _____ See attached copy.
(Signature of Secured Party)

Type or Print Above Name on Above Line

2800



NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P. G. [Signature] (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
[Signature] VP & CEO

5212a

BOOK 581 PAGE 513

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a

BOOK 581 PAGE 514

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247585

RECORDED IN LIBER 462 FOLIO 384 ON 6/2/83 (DATE)

1. DEBTOR

Name All-Venture Communications of Delaware-Maryland, Inc.

Address 305 West Dupont Highway, Millsboro, DE 19966

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent

Address 425 Lexington Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECORD FEE 10.00
POSTAGE .50
MAY 19 10 41 AM '83
MARY H. ROSE
AN CO. CIRCUIT COURT

Dated 5/21/82

John H. Tyler, CP
(Signature of Secured Party)

John H. Tyler
Type or Print Above Name on Above Line

10⁰⁰ 30

1

BOOK 581 PAGE 515

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250752

RECORDED IN LIBER 470 FOLIO 189 ON 2/6/84 (DATE)

1. DEBTOR

Name All-Venture Communications of Delaware-Maryland, Inc.

Address 305 West Dupont Highway, Millsboro, DE 19966

RECORD FEE 28.00

POSTAGE .50

HATBAYO CHBP 802 TOPAZO

05/12/83

MARY K. ROSE

AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Bank of New England, N.A., as Agent

Address 28 State Street, Boston, MA 02109

Person And Address To Whom Statement Is To Be Returned If Different From Above
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

61

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Canadian Imperial Bank of Commerce, as Agent 425 Lexington Avenue New York, NY 10017</p> <p>Property: See Exhibit A attached hereto and incorporated by reference herein.</p>	

Dated _____

See attached copy.
(Signature of Secured Party)

Type or Print Above Name on Above Line

2800



NOTICE OF ASSIGNMENT AND ASSUMPTION

February 28, 1990

Simmons Communications Company, L.P.
c/o Simmons Communications, Inc.
One Landmark Square
Suite 1400
Stamford, CT 06901

Attention: Steven J. Simmons, President

Ladies and Gentlemen:

We refer to the Loan Agreement dated as of December 29, 1986 and amended and restated as of August 12, 1988, as further amended (the "Loan Agreement"), by and among Simmons Communications Company, L.P. (the "Company"), The Connecticut National Bank, American Security Bank, N.A. and Bank of New England, N.A. ("BNE"), individually and as Agent for the Banks. Pursuant to the Loan Agreement BNE agreed to establish its revolving credit commitment, its line of credit commitment and its excess interest commitment (collectively, the "BNE Commitments") and to make loans (the "BNE Loans") to the Company in accordance with the terms thereof. Unless otherwise indicated, capitalized terms used herein which are defined in the Loan Agreement have the meanings ascribed to them therein.

BNE and Canadian Imperial Bank of Commerce ("CIBC") hereby notify you of and confirm the following:

1. Subject to the terms and conditions of the Loan Purchase Agreement to be dated as of February 28, 1990 (the "Loan Purchase Agreement"), by and among CIBC, BNE and The Connecticut Bank and Trust Company and subject, further, to the execution of the attached form of Consent of the Secured Parties by the Secured Parties (as defined in the Intercreditor Agreement) in accordance with the provisions of Sections 2.02(9)

and 4.03 of the Intercreditor Agreement (the "Required Secured Party Consent"), (i) BNE shall irrevocably sell, transfer and assign, without recourse, all of its interest in the Notes held by it (the "BNE Notes") and the BNE Loans evidenced thereby and all other documents and instruments delivered pursuant to or in connection with the Loan Agreement or the transactions contemplated thereby (collectively, the "Other Documents") to CIBC (the "Assignment"), and (ii) CIBC shall assume all of the rights and obligations of BNE as a Bank under the Loan Agreement and the Other Documents, including the assumption of the BNE Commitments to make Revolving Credit Loans, Line of Credit Loans and Excess Interest Loans under the Loan Agreement. BNE and CIBC expect the Assignment to be effective on February 28, 1990 (the "Effective Date").

2. BNE has represented to CIBC that the following information is true and correct with respect to the BNE Loans as of February 24, 1990:

Unpaid Principal Balance: \$31,478,294

3. Effective as of the Effective Date and subject to the Required Secured Party Consent, pursuant to the terms of the Loan Agreement, the Security Documents and the Other Documents all references to "Bank" or "Banks" or "Secured Party" or "Secured Parties" or "Senior Creditor" or "Senior Creditors", as the case may be, shall include CIBC from and after the Effective Date. Unless the context otherwise clearly requires, all references to BNE in its capacity as a Bank, Secured Party or Senior Creditor shall mean CIBC from and after the Effective Date. Subject to the provisions of the Loan Purchase Agreement, CIBC hereby agrees to be bound by all of the provisions of the Loan Agreement, the Security Documents and the Other Documents.

4. Subject to paragraph 10 hereof, and effective on the Effective Date, (i) BNE resigns as Agent under the Loan Agreement, subject to the provisions of subsection 14.8 of the Loan Agreement, and (ii) BNE resigns as Agent under the Intercreditor Agreement, subject to the provisions of Section 2.02(9) of the Intercreditor Agreement.

5. Subject to paragraph 10 hereof and subject to the execution of the attached form of Consent of the Banks by the Banks in accordance with the provisions of subsection 14.8 of the Loan Agreement (the "Required Bank Consent"), CIBC is hereby appointed as successor Agent under the Loan Agreement to be effective on the Effective Date. Subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC is hereby appointed as successor Agent under the Intercreditor Agreement to be effective on the Effective Date.

6. Subject to paragraph 10 hereof and subject to the Required Bank Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Loan Agreement effective on the Effective Date, and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, CIBC hereby accepts the aforesaid appointment as Agent under the Intercreditor Agreement, provided, however, that CIBC does not, in either case, assume liability in respect of any claim against BNE as Agent arising or incurred prior to the Effective Date.

7. Subject to paragraph 10 hereof and subject to the Required Bank Consent, all references in the Loan Agreement to the "Agent" shall mean CIBC and, subject to paragraph 10 hereof and subject to the Required Secured Party Consent, all references in the Security Documents to the "Agent" shall mean CIBC.

8. (a) The address of CIBC for notices and other communications under the Loan Agreement, the Security Documents and the Other Documents effective on the Effective Date, is as follows:

Canadian Imperial Bank of Commerce
200 West Madison Street, Suite 2300
Chicago, Illinois 60606
Attn: Vice President - Director
Communications and Entertainment Group

cc: Canadian Imperial Bank of Commerce
425 Lexington Avenue
New York, New York 10017
Attn: Syndication, Administration

(b) The address of CIBC for payments under the Loan Agreement effective on the Effective Date is as follows:

Bank of New York
48 Wall Street
New York, New York 10005
ABA# 021-000-018
f/a CIBC-NY
Acct.# 802-300-6813
f/c Agented Loans Account #07-09611

CIBC, in its capacity as successor Agent under the Loan Agreement, will assume no liability or responsibility for payments or Loans which are not made in accordance with the foregoing instructions.

9. New promissory notes of the Company payable to the order of CIBC in the respective amounts of its Commitment, its Line Commitment and its Excess Interest Commitment and of the Term Notes held by BNE will be sent to the Company shortly to be executed and returned to CIBC at the above address set forth in section 8(a) whereupon the BNE Notes which have been assigned to CIBC will be surrendered to the Company for cancellation.

10. Until the appointment of a successor Agent under the Loan Agreement is effective, BNE shall remain the Agent under the Loan Agreement. Until the appointment of a successor Agent under the Intercreditor Agreement is effective, BNE shall remain the Agent under the Intercreditor Agreement.

11. If the Assignment under paragraph 1 hereof or either of the appointments under paragraph 5 hereof does not occur on February 28, 1990, BNE will promptly notify the Company of such event(s).

12. Notwithstanding the provisions of the Loan Agreement, the Company shall not be responsible for the payment of any of the costs or expenses of BNE or CIBC in connection with the transactions contemplated hereby.

13. The Company acknowledges and consents to the assignment of all BNE's obligations under the Loan Agreement, the BNE Notes, the Security Documents and the Other Documents to CIBC as described herein and accepts substitution of performance by CIBC for performance by BNE. The Company hereby releases and discharges BNE from all of such assigned obligations. Furthermore, the Company hereby indicates its receipt and acceptance of this letter indicating its consent to the Assignment, the appointment of CIBC as Agent under the Loan Agreement and as Agent under the Intercreditor Agreement and a waiver of any notice required in the Loan Agreement, the Security Documents or the Other Documents with respect to this Assignment (other than the notice set forth herein) and all

other actions contemplated hereby by executing the attached counterpart hereof and returning it to CIBC at its address set forth above or as otherwise requested.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By P. G. [Signature] (Title)

BANK OF NEW ENGLAND, N.A.

By [Signature] (Title)

Received and accepted:

SIMMONS COMMUNICATIONS COMPANY, L.P.
By Simmons Cable Communications, Inc.
Its General Partner

By [Signature] (Title)
Gen Mgr. CFO

5212a



BOOK 581 PAGE 521

EXHIBIT A

This assignment covers the following items or types of property:

All property covered in the financing statement identified on the Form UCC-3 to which this Exhibit A is attached.

2916a

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250752

RECORDED IN LIBER 470 FOLIO 189 ON 2/6/84 (DATE)

1. DEBTOR

Name All-Venture Communications of Delaware-Maryland, Inc.

Address 305 West Dupont Highway, Millsboro, DE 19966

2. SECURED PARTY

Name Canadian Imperial Bank of Commerce, as Agent

Address 425 Lexington Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Tammy K. Glaeser, Esq., Sherman & Howard, 633 - 17th Street, Suite 3000,
Denver, CO 80202

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RECORD FEE 10.00
POSTAGE .50
HATASOO 489 R02 T04420
06/12/92
MARY H. ROSE
AA CO. CIRCUIT COURT

TL

Dated 5/21/92

John H. Tyler, Jr.
(Signature of Secured Party)

John H. Tyler
Type or Print Above Name on Above Line

10⁰⁰



STATE OF MARYLAND

BOOK 581 PAGE 523

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244470
Filed with: Circuit Court Anne Arundel County, Maryland
RECORDED IN LIBER _____ FOLIO _____ ON 11/18/91 (DATE)

1. DEBTOR

Name WOODWARD & LOTHROP INCORPORATED
Address 2800 Eisenhower Avenue, Alexandria, Virginia 22314-4579

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY
Address 270 Park Avenue, New York, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
POSTAGE .50
#18270 CA03 R04 T1208
04/12/92

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>Exhibit A to the Financing Statement to which this Amendment refers is amended and restated as set forth in Exhibit A attached hereto.</p> <p>RETURN ACKNOWLEDGEMENTS TO NATE ALBANY, N.Y. 12203</p> <p style="text-align: right;">(8) OIF 3097/752550</p>	

WOODWARD & LOTHROP INCORPORATED

Joseph Gallucci
(Signature of Debtor)
NAME: Joseph Gallucci
TITLE: Semin U.P.

Dated 5/22/92

MANUFACTURERS HANOVER TRUST COMPANY

William Ewing
(Signature of Secured Party)
William Ewing
Type or Print Above Name on Above Line

1. Debtor: Woodward & Lothrop Incorporated
2800 Eisenhower Avenue
Alexandria, Virginia 22314
2. Secured Party: Manufacturers Hanover Trust Company,
as Agent
270 Park Avenue
New York, New York 10017
3. This Financing Statement covers all right, title and interest of the Debtor in all of the following property now owned or at any time hereafter acquired or owned by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest:
 - i) all Equipment;
 - ii) all General Intangibles;
 - iii) all Inventory purchased by or through The Associated Merchandising Corporation on behalf of the Debtor (the "AMC Inventory");
 - iv) all Trademarks;
 - v) all Trademark Licenses;
 - vi) all Vehicles; and
 - vii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing (other than Proceeds resulting from the purchase of AMC Inventory by a purchaser using the proprietary charge card system of the Debtor or John Wanamaker, Philadelphia).
4. The following capitalized terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used in this Financing Statement: Equipment, General Intangibles, Inventory and Proceeds; and the following terms shall have the following meanings:

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, all registrations and

recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

"Trademark License": any agreement, written or oral, providing for the grant by or to the Debtor of any right to use any Trademark.

"Vehicles": all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

23960

STATE OF MARYLAND
BOOK 581 PAGE 526

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285971

RECORDED IN LIBER 578 FOLIO 529 ON 3-24-92 (DATE)

1. DEBTOR

Name BIERN, ROBERT, M.D.
900 BETHGATE ROAD, ANNAPOLIS, MD 21401
Address _____

2. SECURED PARTY

Name TILDEN FINANCIAL CORP.
2 LAMBERT STREET, ROSALYN HEIGHTS, NY 11577
Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	Amend as per attached Schedule "A"	

BIERN, ROBERT, M.D.

(X) *Robert M. Biern*

Dated 4/24/92

Please return Acknowledgments to:
Tilden Financial Corp.
2 Lambert Street
Roslyn Heights, NY 11577

Cathy A. Calgan, Sec.
TILDEN FINANCIAL CORP.
(Signature of Secured Party)

Type or Print Above Name on Above Line



EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of Lease Agreement dated March 6, 1992, between Robert Biern, M.D., Lessee, and EXECULEASE CORPORATION, Lessor.

Property Located at: 900 Bethgate Rd., Annapolis, MD 21401

DESCRIPTION

VENDOR: _____

Robert Biern M.D.
 Lessee: Robert Biern, M.D.

INTERSPEC

- 1 APOGEE COLOR SYSTEM S/N T6393 U6470 K6470 P6493
- 1 P6 2.75/19/65 PROBE S/N ACN1224
- 1 P6 7.5/15/24 PROBE S/N ACL1349
- 1 2.0 MHZ CW/PW P5 PROBE S/N E92A1084
- 1 FERNO CART: DROP SHIPPED
- 1 B&W PRINTER P40 S/N P40104257
- 1 ASSY APOGEE CX MEMO MOD EX 1.1-CV/E
- 1 VCR AG-7350 SVHS HI-FI S/N A2TB00028

PRISM IMAGING, INC.

- 1 CARDIOVIEW STRESS ECHO UNIT
- 1 PRISM ID NUMBER 1001749
- 1 MOHTER BOARD 1049130
- 1 MONITOR INT 92040034
- 1 5¼" FLOPPY DRIVE L116261
- 1 3½" FLOPPY DRIVE 4531617
- 1 HARD DRIVE 550201284466
- 1 HARD/FLOPPY CONTROLLER 01128012
- 1 VGA ADAPTER WU915156409J
- 1 GP BOARD W/AUDTRIG GPB1000435
- 1 VCLR MEM CVM1001097
- 1 VCLR I/O CVI01000519
- 1 CINE VIEW SOFTWARE 04922307
- 1 LQ PRINTER 559009496LX
- 1 VCR BACK ORDER
- 1 MOBILE CART DROP SHIP

KB ASSOCIATES

- 1 PANASONIC COLOR MEDICAL VIDEO PRINTER S/N GIDG00008
- 1 MITSUBISHI VIDEO COPY PROCESSOR S/N 000419

965982

FINANCING STATEMENT

BOOK 581 PAGE 528
FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Barlow & Eaton, Inc., d/b/a Barclay's Jewelers
Address 264 Harundale Mall, Glen Burnie, MD 21061

2. SECURED PARTY

Name Paras Diamond Corporation d/b/a Amikam
Address 1212 Sixth Avenue, New York, New York 10036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ALL DIAMONDS AND JEWELRY PRODUCTS INCLUDING BUT NOT LIMITED TO BRACELETS, NECKLACES, EARRINGS, PENDANTS, RINGS* AND PROCEEDS AND PRODUCTS THEREOF, TO THE EXTENT OF ALL MONIES DUE THE SECURED PARTY.

*CONSIGNED BY THE SECURED PARTY TO THE DEBTOR

RECORD FEE 10.00

POSTAGE .50

REC-1260 CT04 903 11/18/97

06/12/92

PARAS DIAMOND

AS CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carmelo Leone Bell
(Signature of Debtor)
Carmelo Leone Bell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12
30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283635

RECORDED IN LIBER 567 FOLIO 549 ON 5/14/91 (DATE)

1. DEBTOR

Name DOUGLAS AND JANET NORTON
Address 1236 RIVERBAY RD ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL
Address 243 DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/19/95

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORDED FEE 10.00
FEB 20 1992
08/12/91
M. H. ROSE
MD CLERK COURT

TE

Dated 6/5/92

Arthur S. Monroe Jr
(Signature of Secured Party)
ARTHUR S. MONROE JR
Type or Print Above Name on Above Line

1050

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Quarterfield Liquors 71831
 Address 7702 Quarterfield Rd Glen Burnie MD 21061

2. SECURED PARTY

Name ADVANTA Leasing Corp.
Two Echelon Plaza, Suite 300
 Address Woodbridge, NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 panasonic WV1414 video cameras security system
 as per attached equipment lease

Name and address of Assignee

EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Quarterfield Liquors
Lizabeth Leinmiller attorney in fact

(Signature of Debtor)
[Handwritten Signature]
 Type or Print Above Name on Above Line

(Signature of Debtor)

 Type or Print Above Signature on Above Line

ADVANTA Leasing Corp/Liz Leinmiller, Clerk

(Signature of Secured Party)
[Handwritten Signature]

Type or Print Above Signature on Above Line

75

RECORD FEE 13.00
 POSTAGE .50
 WIRELESS 2704 R03 T1112
 06/12/92
 MARY N. ROSE
 MD CO. CIRCUIT COURT

173

ADVANTA[®]
Leasing Corp.

Two Echelon Plaza
P.O. Box 1228
Voorhees, New Jersey 08043-1228

BOOK 581 PAGE 532

Equipment Lease Agreement

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HERE

71831

TOLL FREE (800) 255-0000
FAX (609) 770-1000

DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)
2- PANASONIC WV1414 VIDEO CAMERAS, 2- KOYO 12" B/W VIDEO MONITORS, 1- 4 POSITION SWITCHER, 1- LOUROE AUDIO SYSTEM, 1- STANDARD VHS 8 HOUR VCR RECORDER

VENDOR'S NAME
LOSS PREVENTION SYSTEMS

SCHEDULE OF RENTAL PAYMENTS		AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	\$ 159.00 (Plus Applicable Taxes)	\$ 368.00
36	36		
PAYMENT FREQ.	Monthly	Quarterly	Other
X			

*Make check payable to ADVANTA Leasing Corp.

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)
Company Name & Address: QUARTERFIELD LIQUORS, 7702 QUARTERFIELD RD., GLEN BURNIE, MD. 21061
Equipment Location (if other than Billing Address): 13.50

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding on the parties hereto, their permitted successors and assigns.

Signature: X *Sue S. Y. Kim* Date: 6-3-92 Telephone No. (Area Code): (410) 761-8284
Print Name & Title: SUE S. Y. KIM, PRESIDENT
Witness: *[Signature]* Date: 6-3-92

PERSONAL GUARANTY

In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holder's expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, present or future demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned with first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES): X *Sue S. Y. Kim* Date: 6-3-92
GUARANTOR #1 Name and Home Address (Please Print): SUE S. Y. KIM, 10121 BRACKEN DRIVE, ELLICOTT CITY, MD. 21043
GUARANTOR #2 Name and Home Address (Please Print):
WITNESS:

DELIVERY AND ACCEPTANCE RECEIPT

TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature: X *Sue S. Y. Kim* Date: 6-3-92
Name and Title (please Print): SUE S. Y. KIM, PRESIDENT

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)
Title: *Kathy Mulcahy* Date: 6-4-92 Lease #:

LEASE AGREEMENT CONTINUES ON REVERSE SIDE

1 **LEASE.** Lessee hereby leases from Lessor the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease"). THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED. Lessor is hereby authorized to insert any missing, incomplete or incorrect terms on the reverse side hereof.

2 **TERM.** This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension periods ("Term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3 **RENT.** The due date of the first lease payment is the date upon which the Equipment is delivered to LESSEE, or any later date designated by LESSOR. Such payment amount is based upon the estimated cost of all Equipment and shall be adjusted upward or downward if the actual cost of the Equipment exceeds or is less than this estimate. LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL AND INDEPENDENT AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER CAUSE OR PROBLEM. LESSEE agrees that if any lease payment is not received within 3 days of its due date, LESSEE shall pay a late charge equal to 10% of the amount due or \$500, whichever is greater, in liquidation of collection expenses and not as an interest payment or penalty. Any payment of a smaller sum than due at any time shall not constitute a release or an accord or satisfaction for any greater sum due, regardless of any endorsement restriction.

4 **SECURITY DEPOSIT.** The security deposit is due and payable at the time LESSEE signs this Lease. In case the Lease is never finalized for any reason, such deposit may be retained by LESSOR in liquidation of processing expenses. The Security Deposit shall secure all obligations of LESSEE hereunder and may be applied in LESSOR'S discretion to any past due obligation of LESSEE, and to the extent not applied shall be returned to LESSEE without interest at the satisfactory expiration of the Lease.

5 **DELIVERY AND INSTALLATION.** LESSEE understands that LESSOR is not responsible for delivery or installation. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages if for any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory.

6 **SELECTION AND ACQUISITION OF EQUIPMENT.** LESSEE acknowledges that (1) LESSOR has not selected the Vendor and has not selected, manufactured or supplied the Equipment; (2) LESSEE alone has selected the Vendor and the Equipment; (3) LESSOR has acquired the Equipment solely in connection with the Lease at LESSEE'S request; (4) Prior to entering into the Lease, LESSEE received or approved the supply contract covering the Equipment purchased from the Vendor; and (5) LESSOR has advised LESSEE in writing, either previously or by this Lease, of the following: (a) the identity of the Vendor; (b) that LESSEE may have rights against the Vendor under said supply contract; and (c) that LESSEE may contact the Vendor for a description of any such rights.

7 **DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY.** LESSEE acknowledges that (1) THE EQUIPMENT IS LEASED "AS IS"; (2) LESSOR MAKES NO REPRESENTATION, GUARANTEE, EXPRESS WARRANTY OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXPRESSLY DISCLAIMS THE SAME; (3) LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY (including direct, indirect, consequential, incidental and special damages) CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT (including any damages for infringement of any trademark, copyright or patent); (4) IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND (5) NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR. So long as LESSEE is not in breach under this Lease, LESSOR shall assign without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8 **NO AGENCY.** LESSEE acknowledges that (1) there is no agency or joint venture between LESSOR and the Vendor; (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf; and (3) NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.

9 **REPAIRS; SERVICE; ADDITIONS.** LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR.

10 **USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES.** LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11 **LOSS; DAMAGE; INSURANCE.** Until the Equipment is returned to LESSOR, LESSEE shall assume the entire risk of loss from any cause. In the event of any loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSEE as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. IN THE EVENT LESSEE FAILS TO SECURE OR MAINTAIN SUCH INSURANCE, LESSOR MAY, AT ITS OPTION, OBTAIN SUCH INSURANCE AND CHARGE THE COST THEREOF TO THE LESSEE AS ADDITIONAL RENT. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES. Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.

12 **TAXES AND OTHER FEES.** LESSEE shall pay when due all federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, EXCLUDING ONLY TAXES PAYABLE IN RESPECT TO LESSOR'S INCOME) and all other charges of any kind which may now or hereafter be imposed upon LESSOR or LESSEE arising in any way out of the ownership, use, possession or leasing of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease. To liquidate any personal property tax expense incurred by LESSOR, LESSEE agrees to pay LESSOR either a net charge therefor as incurred by LESSOR or, at LESSOR'S election, a monthly personal property tax fee liquidated at any fee set by LESSOR up to three-hundred ninety-five thousandths of one percent (0.395%) of the original equipment cost.

13 **COMPLIANCE WITH LAW.** LESSEE shall promptly comply with all federal, state and local laws and regulations relating to the ownership, use, possession, leasing, delivery or return of the Equipment at LESSEE'S own expense.

14 **INDEMNITY.** Lessee shall indemnify and hold LESSOR harmless from and against all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorney's fees) arising out of or in any manner connected with the manufacture, purchase, financing, ownership, leasing, delivery, possession, use or operation of the Equipment, including without limitation, claims for injury to or death of persons and for damage to property. This indemnity shall survive the termination of this Lease.

15 **TITLE.** LESSEE understands that the Equipment is the exclusive property of LESSOR, that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing and termination shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT. If this Lease shall be deemed at any time to be a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment, and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture to realty.

16 **EVENTS OF DEFAULT.** The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date; (2) LESSEE fails to perform or observe any other term or condition or breaches any representation contained herein or in any other agreement with LESSOR; (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained; (4) LESSEE dies, becomes insolvent, makes or consents to an assignment for the benefit of creditors; stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints or consents to the appointment of a receiver or trustee; (5) a petition is filed by or against LESSEE under bankruptcy laws or other laws providing for the relief of debtors or (6) LESSEE shall cause, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance, attachment or involuntary transfer of any kind upon or affecting the Equipment or this Lease or any of Lessor's interest hereunder.

17 **REMEDIES UPON DEFAULT.** In the event LESSEE defaults hereunder, LESSOR may exercise any one or more of the following remedies in addition to any other remedies available under law.

(A) With or without notice, cancel this Lease and/or sue for: (1) past due rent; (2) the accelerated balance of future rent to become due during the unexpired term of the Lease, not as a penalty but herein liquidated for all purposes; (3) the estimated residual value placed on the Equipment by LESSOR; (4) all late charges and other charges due and to become due under the Lease; (5) the costs specified in Section 19 below; and (6) any other damages and indemnities, if then determinable, arising out of the Lease or LESSEE'S breach of the Lease; and

(B) Enter upon LESSEE'S premises and repossess the Equipment without liability for trespass or damages. In the event LESSEE fails to consent to repossession, LESSOR may institute legal proceedings for an order of repossession. Any repossession shall be without right of redemption. Following repossession, (1) all rights of LESSEE in the equipment shall terminate; (2) LESSOR may, at its option, sell or re-lease ("re-market") the Equipment without advance notice to LESSEE and (3) LESSOR may nevertheless immediately sue for the full amounts specified in subparagraph "A" above without first remarketing the Equipment, in which event any monies later recovered by LESSOR through remarketing, if any, minus LESSOR'S costs of repossession and remarketing (including any commissions), shall operate in reduction of the amount of LESSOR'S claim. Nothing stated herein shall require LESSOR to repossess the Equipment, and LESSEE hereby waives any rights which may require LESSOR to repossess and/or remarket the Equipment in mitigation of damages.

18 **CUMULATIVE REMEDIES.** All remedies of LESSOR hereunder are, to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19 **LESSOR'S COSTS.** LESSEE shall be liable for all costs and overhead incurred by LESSOR in enforcing the Lease, including without limitation: (1) attorney's fees liquidated at 20% of any claim for money damages, which LESSEE hereby stipulates is a reasonable prediction of actual fees; (2) reasonable attorney's fees incurred in pursuing any equitable remedy; (3) costs of suit; (4) Lessor's internal recovery overhead liquidated at the lesser of \$250.00 or 5% of the lease balance, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty; and (5) Lessor's internal repossession/remarketing overhead liquidated at the lesser of \$225.00 or 4% of the original equipment cost, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, plus all costs incurred in the repossession, storage, shipment, repair and remarketing of the Equipment.

20 **RETURN OF EQUIPMENT.** Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted.

21 **ASSIGNMENT; SUBLEASE.** All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease, and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff. LESSEE acknowledges that any assignment by LESSOR shall not materially change LESSEE'S duties or obligations under the Lease or materially increase the risks imposed on LESSEE.

22 **SEVERABILITY.** If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23 **CHOICE OF LAW; JURISDICTION; FORUM; VENUE.** Lessee agrees and stipulates that: (1) THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA; (2) LESSEE KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND CONSENTS TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS IN PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE; and (3) ANY LEGAL PROCEEDING ARISING OUT OF THIS LEASE, REGARDLESS OF WHETHER LESSOR OR LESSEE BRINGS SUCH PROCEEDING, SHALL BE INSTITUTED ONLY IN THE AFORESAID VENUE IN PENNSYLVANIA, AND NOT ELSEWHERE, UNLESS LESSOR EXPRESSLY CONSENTS IN WRITING OR ELECTS OTHERWISE.

24 **LESSEE'S REPRESENTATIONS.** LESSEE represents and warrants that (1) LESSEE has complete and unrestricted power to enter into this Lease; (2) the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf; (3) that all information supplied to LESSOR is true and correct, including all credit and financial information submitted to LESSOR at any time; and (4) LESSEE is solvent and is able to meet all its financial obligations, including the Lease payments hereunder.

286598

BOOK 581 PAGE 534

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 04JUNE92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edward G. Beck, Sr.
Address 1277 Double Gate Road Anne Arundel Davidsonville MD 21035

2. SECURED PARTY

Name John Deere Company
Address P. O. Box 65090
Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 New John Deere 332 Lawn & Garden Tractor, S/N MO0332X100357
1 New John Deere 50" Mid-Mount Mower, S/N MO1013X120366

RECORD FEE 11.00
POSTAGE .50
MIDLAND STATE DIST 11-10
06/12/92

G.L.

MAY 20 1992

AN CO. CLERK COURT

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

John Deere Company
P. O. Box 65090
Waldorf, Maryland 20604-0037

X Edward G. Beck Sr.
(Signature of Debtor)

Edward G. Beck, Sr.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donald W. Williams
(Signature of Secured Party)

Donald W. Williams
Type or Print Above Name on Above Line

11 50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272432

RECORDED IN LIBER 525 FOLIO 389 ON 4/14/88 (DATE)

1. DEBTOR

Name James & Joyce Cary
Address 4935 Arctic Terrace, Rockville, MD 20853

2. SECURED PARTY

Name Trans-American Leasing Corp.
Address 407 S. Crain Hwy, Ste. 200B, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: termination (Indicate whether amendment, termination, etc.)

G.L.

RECORDED
MAY 10 1988
ANNE ARUNDEL COUNTY
POSTAGE
\$0.00
MAY 10 1988
ANNE ARUNDEL COUNTY

Trans-American Leasing Corp.

Dated 5-21-92 _____
(Signature of Secured Party)

Frank J. Sarro III, Exec. Vice President
Type or Print Above Name on Above Line

filed in Anne Arundel County

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E.B. Construction, Inc.
Address 1993 Moreland Parkway Suite 103 Annapolis, MD. 21401

2. SECURED PARTY

Name L.E. Smith, Inc.
Address 7430 Montevideo Road Jessup, MD. 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) One Kobelco 909LCII serial# LLU0124

Name and address of Assignee
MARY H. ROSE

WITH ALL PRESENT AND FUTURE ATTACHMENTS, ADDITIONS, REPAIRS, PRODUCTS AND PROCEEDS, NOW OWNED OR HEREAFTER ACQUIRED. WITH TITLE TO BE RETAINED BY L.E. SMITH, INC. THIS FINANCIAL STATEMENT IS INTENDED TO PUBLICIZE THE LEASE OF THE ABOVE PROPERTY AND DOES NOT CREATE A SECURITY INTEREST.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Jal R. Brown
(Signature of Debtor)

E.B. Construction, Inc.
Type or Print Above Name on Above Line

E.B. Construction, Inc.
(Signature of Debtor)
Type or Print Above Signature on Above Line

Bruce H. Dean
(Signature of Secured Party)

Bruce H. Dean Business Manager
L.E. Smith, Inc.
Type or Print Above Signature on Above Line

G.L.

1130

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) PARKS, LOUIS W. 5831 ROCKHOLD CREEK ROAD DEALE, MD 20751	2. Secured Party(ies) and Address(es) FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235
--	--

RECORD FEE 11.00
 MAY 4 1985
 11:00 AM
 11th CIRCUIT COURT

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 USED FORD 1985 1210 TRACTOR, SER.#UC06162, 1 FORD ROTARY CUTTER.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax:
"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

G.L.

Louis W. Parks
SIGNATURE OF DEBTOR
LOUIS W. PARKS

FORD NEW HOLLAND CREDIT CO.
NAME OF SECURED PARTY
BY: Larry E. Groff
LARRY E. GROFF

11
NO PWD



286601

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be Recorded in the:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation

2. Financing Statement Records of Anne Arundel County, Maryland

1. NAME AND ADDRESS OF DEBTOR:

B.G. HALL'S
7477 Baltimore-Annapolis Boulevard
Glen Burnie, Maryland 21061

RECORD FEE 11.00
POSTAGE .50
RECORDED BY 403 111-37
8/12/92
MARY H. ROSE
44 SO. CIRCUIT COURT

2. NAME AND ADDRESS OF SECURED PARTY:

R.W. Glen Burnie
601 Pennsylvania Avenue
Baltimore, Maryland 21201

3. This Financing Statement covers all of the following property of the Debtor:

A. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 7477 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21061, and the record owner of such real property is R.W. Glen Burnie.

67

B. Specific Equipment and Fixtures. All of the Debtor's equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached

11
50



to the real property located at 7477 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21061, and the record owner of such real property is R.W. Glen Burnie.

C. Other. All of the Debtor's property described in Exhibit A attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

4. Not subject to recordation tax on the principal amount of \$ 27,000.00, because this is a purchase money transaction.

DEBTOR:

B.G. HALL'S

By: *Garry W. Hall Pres* (SEAL)
Garry W. Hall, President

RETURN TO:
R. Marc Goldberg, P.C.
19 E. Fayette Street, Suite 404
Baltimore, Maryland 21202

EXHIBIT "A"

Liquor License No. 1065 issued by The Board of Liquor License Commissioners for Anne Arundel County.

D526/P-430-25

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/4/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT & JENNIFER SULLIVAN

Address 686 B MD RT 3 NORTH GAMBRILLS MD 21054

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.

Address 24 B DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/4/94

4. This financing statement covers the following types (or items) of property: (list)

HAND TOOLS, POWER TOOLS, CB RADIOS,
BICYCLES, TENTS & CAMPING EQUIPMENT
TV'S - STEREO

RECORD FEE 12.00
 POSTAGE .50
 210540 0704 R03 T114T
 06/13/92
 MARY H. ROSE
 BA CO. CIRCUIT COURT

(79)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
 (Signature of Debtor)

ROBERT SULLIVAN
 Type or Print Above Name on Above Line

[Signature]
 (Signature of Debtor)

JENNIFER SULLIVAN
 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

MICHAEL D. GORDY
 Type or Print Above Signature on Above Line

19850

STATE OF MARYLAND

BOOK 581 PAGE 542

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 730020

RECORDED IN LIBER 559 FOLIO 521 ON 08/28/90 (DATE)

County

1. DEBTOR

Name DAVIS, JOHN B. (DBA) CROFTON CYCLE & FITNESS
Address 2169 Defense Highway Crofton, MD 21114

2. SECURED PARTY

Name TREK FINANCIAL SERVICES INC.
Address P.O. Box 12729 12647 Olive Blvd., Ste 350
St. Louis, MO. 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

AMENDMENT

Please Amend Secured Party's Address To Read:

222 W. Las Colinas Blvd., Suite 1300
P.O. Box 1526004
Irving, TX. 75015-2604

RECORD FEE 10.00
POSTAGE .50
#196920 1709 703 713421
08/28/90
MARY M. ROBE
AS CL. CIRCUIT COURT

10-20

X *John B. Davis*
(Debtor's signature)

Dated 4-10-92

Linda Wilcox
(Signature of Secured Party)
Linda Wilcox
Type or Print Above Name on Above Line

15

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 272031 recorded in
Liber 524, Folio 226 on 3/14/88 at Anne Arundel Co., Md.

1. DEBTOR(S):
 Name(s) Piney Orchard Master Partnership
 c/o The KMS Group, Inc.
 Address(es) 8808 Centre Park Drive, Suite 300
 Columbia, Maryland 21045

2. SECURED PARTY:
 Name Maryland National Bank
 10 Light Street, Mail Stop 021901
 Construction Finance Unit
 Address Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.
 Exhibit A attached hereto and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

SECURED PARTY

Maryland National Bank
By W. A. Kulick
William A. Kulick, Vice President
(Type, Name and Title)

184



Addendum A

Being known and designated as Lot No. 30 and Lot No. 31, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1, Parcel 15A", Plat 4 of 4", recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7067 in Plat Book 135, page 44.

Remit To
WILSON, GOOZMAN, BERNSTEIN & MARKUSKI
SUITE 207
9101 CHERRY LANE
LAUREL, MD 20708

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 272031 recorded in
 Liber 524, Folio 226 on 3/14/88 at Anne Arundel Co., Md.
Date Location

1. DEBTOR(S): Piney Orchard Master Partnership
 Name(s) c/o The KMS Group, Inc.
 Address(es) 8808 Centre Park Drive, Suite 300.
Columbia, Maryland 21045

2. SECURED PARTY: Maryland National Bank
 Name 10 Light Street, Mail Stop 021901
Construction Finance Unit
 Address Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Exhibit A attached hereto and made a part hereof.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

SECURED PARTY

Maryland National Bank
 By William A. Kulick
 William A. Kulick, Vice President
 (Type, Name and Title)

154

RECORD FEE 10.00
 08/12/92
 BA CO. CTBUST COURT

19

EXHIBIT A

Being known and designated as Lots no. 4, 6 and 34, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 of Parcel 1, 15A", Plat 2 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7065 in Plat Book 135, page 42.


Remit To:
WILSON, GOOZMAN, BERNSTEIN & MARKUS
SUITE 207
9101 CHERRY LANE
LAUREL, MD 20708

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 272031 recorded in
 Liber 524, Folio 226 on 3/14/88 at Anne Arundel Co., Md.

1. DEBTOR(S):	Piney Orchard Master Partnership c/o The RMS Group, Inc. 8808 Centre Park Drive, Suite 300 Columbia, Maryland 21045
2. SECURED PARTY:	Maryland National Bank 10 Light Street, Mail Stop 021901 Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one box.)	
3. <input type="checkbox"/>	CONTINUATION. The original Financing Statement referred to above is still effective.
4. <input type="checkbox"/>	TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. <input type="checkbox"/>	ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. <input type="checkbox"/>	AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. <input checked="" type="checkbox"/>	RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	Exhibit A attached hereto and made a part hereof.

RECORD FEE 10.00
 POSTAGE .50
 #187160 07/4 403 113-46
 06/12/82
 MARY H. ROSE
 AA CO. CIRCUIT COURT

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
 By William A. Kulick
 William A. Kulick, Vice President
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

(540)

EXHIBIT A

Being known and designated as Lot No. 36, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 of Parcel 15A", Plat 2 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7065 in Plat Book 135, page 42.

Being known and designated as Lot No. 20 as shown on that certain Plat entitled "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 3 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7066 in Plat Book 135, page 43.


Robert J. ...
WILSON, GOOZMAN, BERNSTEIN & MARKSON
SUITE 207
9101 CHERRY LANE
LAUREL, MD 20708

286603

FINANCING STATEMENT

- To be recorded: (1) with State Department of Assessments and Taxation
- (2) in the Financing Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of the security agreement from the Debtor to the Creditor dated Feb 29 1992, securing a debt in the principal amount of \$ 40,000, of which \$ 40,000 has been advanced as of the date hereof.

NAME AND ADDRESS OF DEBTOR;

LAWRENCE B. HAND, D.D.S.
 8352 Ritchie Hwy
 PASADENA, MD 21122

NAMES AND ADDRESSES OF SECURED PARTY:

Lender:

ROBERT L. BARTLETT, D.D.S.
 16 Hatton Drive
 Severna Park, MD 21146

RECORD FEE 11.00
 POSTAGE .50

G.L.

#678590 DA03 604 114332

04/12/92

1. This Financing Statement covers the following terms of ROSE property: AA CO. CIRCUIT COURT

(a) The interest of Debtor in all furniture, fixtures, equipment, implements and all tangible and intangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all desks, dental chairs, stools, furnishings, cabinets, calculators, adding machines, x-ray equipment, compressors, sterilizers, amalgamators, nitrous machines, and evacuator units, supplies, all assignable business licenses and permits, all deposits from patients for services which have not yet been performed, all proprietary information of Debtor related to Debtor's practice, including, without limitation, Debtor's advertising and telephone numbers, and all other information applicable to Debtor's dental practice, all patient records and charts, all work-in-process relating to patients, any leases or licenses of tangible or intangible property related to Seller's

11-18

practice, pursuant to which Debtor is either the lessor, lessee, licensor, or licensee, the goodwill and going-concern value of the dental practice.

(b) All items of property specified on Exhibit A hereto as a part hereof, (which Exhibit A shall be in addition to and shall not be interpreted or construed to limit the generality of subparagraph (a) above).

(c) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at 8352 Ritchie Highway, Pasadena, Maryland 21122, which said parcel contains, in the aggregate, approximately _____ acres of land, and which said parcel is more fully described in Exhibit B attached hereto as a part hereof.

DEBTOR

Dated: Feb 29, 1992

By: Lawrence P. Hand DDS

LAWRENCE P. HAND

Return to Ann M. Fligsten, Attorney at Law, 507 West Drive, Severna Park, MD 21146.

Statement of Continuation, Termination Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 269762 recorded in Liber 518, Folio 6 on September 21, 1987

1. DEBTOR(S): Name(s): St. Paul Computer Center, Inc. Address(es): 300 Hospital Drive, Suite 27 Glen Burnie, Maryland 21061
2. SECURED PARTY: Name: Maryland National Bank Address: 100 S. Charles St. Baltimore, Maryland 21201
Person and Address to whom Statement is to be returned if different from above. LSU Team 1 250624

- Check mark below indicates the type and kind of Statement made hereby. (Check only one Box)
3. CONTINUATION The original Financing Statement referred to above is still effective.
4. [X] TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appears below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. RELEASE (Partial or Full) From the Collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
8477860 0603 008 110:52
06/12/92

619

8. Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., A national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1900, approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.

9. Debtor: St. Paul Computer Center, Inc.
300 Hospital Drive, Suite 27
Glen Burnie, Maryland 21061

Secured Party: MARYLAND NATIONAL BANK
By: [Signature]
William H. Mahan, Branch Manager

Statement of Continuation, Termination Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 268269 recorded in Liber 513, Folio 592 on June 25, 1987.

1. DEBTOR(S):

Name(s): St. Paul Computer Center, Inc.

Address(es): 300 Hospital Drive

Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name: Maryland National Bank

Address: 100 S. Charles St.

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

LSU Team 1 250624

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box)

3. [] CONTINUATION The original Financing Statement referred to above is still effective.

4. [X] TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. [] ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appears below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in Item 8 below.

6. [] AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. [] RELEASE (Partial or Full) From the Collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Maryland National Bank, a national banking association ("MNB"), as successor to Equitable Bank, N.A., A national banking association ("EBNA"), assumed all the liabilities and assets of EBNA by articles of merger dated July 1, 1990, approved under the charter of MNB, agreed upon by a majority of the boards of directors of MNB and EBNA, ratified and confirmed by the affirmative vote of the necessary majority of the shareholders of MNB and EBNA and approved by the Comptroller of Currency on July 1, 1990.

9. Debtor:

St. Paul Computer Center, Inc.

300 Hospital Drive

Glen Burnie, Maryland 21061

Secured Party:

MARYLAND NATIONAL BANK

By:

William H. Mahan, Branch Manager

RECORD FEE 10.00
POSTAGE .50
MAY 19 10 43 AM '87
MARY N. ROSE
COURT

19

286604

BOOK 581 PAGE 553

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) BRASS METAL PRODUCTS INC. 8159 BROCK BRIDGE ROAD LAUREL, MD 20724	2. Secured Party(ies) and address(es) CAPITAL FORKLIFT 9950 WASHINGTON BLVD LAUREL, MD 20707	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:

ONE USED 1981 YALE ELECTRIC FORKLIFT TRUCK
MODEL ERC-030
SERIAL #N369940

5. Assignee(s) of Secured Party and Address(es)
CITICORP DEALER FINANCE
3930 EDISON LAKES PKWY
MISHAWAKA, IN 46545

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

RECORD FEE 11.00
POSTAGE .50
MATTRESS 0403 1704 11:00
06/12/92

BRASS METAL PRODUCTS INC.

By: James G. Bump
Signature(s) of Debtor(s)

CAPITAL FORKLIFT

By: Eddie W. Winkler
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MARYLAND FINANCING STATEMENT

286675

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Auto Test Products, Ltd. (Name or Names)
2861 Jessup Road, Jessup, Maryland 20795 (Address)

DEBTOR: _____ (Name or Names)
_____ (Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation (Name or Names)
8019 Belair Road, Suite 2, Baltimore, Maryland 21236 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: The Bank of Glen Burnie (Name or Names)
101 Crain Highway, S.E., Glen Burnie, Maryland 21061 (Address)

4. This Financing Statement covers the following types (or items) of property:

- (1) Allen Analyzer, Model #92-190, S/N G3F-70896/AOD-G5178
- (1) Allen Analyzer, Model #53-530, S/N No S/N
- (1) Allen Analyzer, Model #13-110, S/N B9KD8733
- (1) Allen Analyzer, Model #13-180, S/N A9LF5143

RECORD FEE 11.00
BATH010 C803 R06 T11:19
06/12/92

"THIS TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS".



5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Auto Test Products, Ltd.
By: C.L. Frederick x Pres (Title)
C.L. Frederick, President
(Type or print name of person signing)

By: _____ (Title)

(Type or print name of person signing)

Return To: _____

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: Lisa A. Barcase
Lisa A. Barcase, Secretary
(Type or print name of person signing)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): 8-26-96
1. Debtor(s) (Last Name First) and address(es) FIRSTBROOK, GEORGE FIRSTBROOK, OLGA 8075 WOODHOLME CIR. PASADENA, MD 21122 USA	2. Secured Party(ies) and address(es) VACATION DEVELOPMENT CORP., INC. C/O MERCURY BANK & TRUST, LTD. P.O. BOX 1040 CAYMAN ISLANDS, B.W.I.	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 283675		
Filed with Annaplois County, MD Date Filed 5-20- 19 91		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.</p> <p>6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.</p> <p>8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.</p> <p>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		
10. Assignee: U.S. Trust Co. of CA N.A., Trustee for the Bancomer Tourism Services Co., Ltd. ORIGINAL TRUST 555 S. Flower St., #2700 Los Angeles, CA 90071		LTD. FEE 10.00 POSTAGE .50 #178020 CA03 R04 11:20 06/12/92 MEMBERSHIP NUMBER: 1027
This is a full assignment by the secured party named in Item #2, above.		No. of additional Sheets presented:
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: <u>J. S.</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3		



286606

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Dixon, Charles M. Dixon, Connie F. 5336 Patrick Henry Drive Baltimore, MD 21225	2. Secured Party(ies) and address(es) National Thermal Industries, Inc. 817 Maiden Choice Ln/250 Baltimore, MD 21228	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Total amount financed \$900.00 Recorded in land records (1) Awning not subject to tax to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price		5. Assignee(s) of Secured Party and Address(es) Carys... 12.00 5550 Sterrett Pl/205 .50 Columbia, MD 21046 112:13 05/12/92

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: National Thermal Industries, Inc.
817 Maiden Choice Ln/250
Baltimore, MD 21228

By: Charles M. Dixon
Charles M. Dixon
By: Connie F. Dixon
Connie F. DIXON Signature(s) of Debtor(s)

By: Jon Sagner
Jon Sagner Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) SHAW AND SONS, INC. 600 SHAW ROAD P.O. BOX 456 SEVERN, MD 21144	2. Secured Party(ies) and address(es) SOUTHERN LEASING CORPORATION 1055 BROADWAY SUITE 990 KANSAS CITY, MO 64105	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. XXXXXX 286006 ANNE ARUND XXXXXX BK 579 PG 18 Filed with _____ Date Filed MAR 27 19 92		

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

CHECK FOR \$262.50 FOR RECORDATION TAXES
 PRINCIPAL AMOUNT IS \$37,500.00

RECORD FEE 10.00
 RECORD TAX 262.50
 POSTAGE .50
 8678450 0603 P04 T12:51
 06/12/92



No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: Steph W. Arund Signature(s) of Secured Party(ies)
 Southern Leasing Corporation

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) FRANK JOSEPH AND SHONS, INC. DBA JOLLY SHOWS 1411 COLONIAL COURT ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) SOUTHERN LEASING CORPORATION 1055 BROADWAY SUITE 990 KANSAS CITY, MO 64105	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 RECORD TAX 1974.00 POSTAGE .50
4. This statement refers to original Financing Statement bearing File No. <u>285769 BK 578 PG 43</u> Filed with <u>ANNE ARUND</u> Date Filed <u>FEB 27</u> 19 <u>92</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above is amended as set forth in Item 10. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. CHECK FOR \$ 1,972.25 FOR RECORDATION TAXES, PRINCIPAL AMOUNT OF \$281,750.00.		

79

No. of additional Sheets presented:

Southern Leasing Corporation

By: 1950- _____ By: Stephen W. Arnold VP/Asst Mgr
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature of Secured Party(ies)
 (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3



ATMA

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Dohnal, J. Karel 6991 Prout Rd Friendship, Md. 20758	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA 23235
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book-508 Page-280

RECORD FEE 10.00
POSTAGE .50
MAY 29 1991 10:57 AM

3. This statement refers to original Financing Statement No. 283773 Dated: 5-31-91

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
---	--	--	--

06/12/92
ROSE
COURT



4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel

Dated: 6-1-91 By: Michelle Dohn
Ford Motor Credit Co.
(NAME OF SECURED PARTY)

91412
14.50
A.A.Co.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code, 279065

RECORD FEE 10.00
POSTAGE .50
RECORDED IN 06/12/92

This Statement refers to original Financing Statement, Identifying File No. _____ recorded in _____
Liber 548, Folio 22 on 11/03/89 at Anne Arundel County, Md.

1. DEBTOR(S):

Name(s) The Cherwood Corporation
Address(es) 98 Point Somerset Lane
Severna Park, Maryland 21146

2. SECURED PARTY:

Name Maryland National Bank
Construction Finance, M/S 021901
Address 10 Light Street
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.50
POSTAGE .50
RECORDED IN 06/12/92

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or XXXX) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Exhibit A attached hereto and made a part hereof.

GL

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Constance M. Grimes
Constance M. Grimes, Asst. V. P.
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

After Recording Return to:
Honschold Home Title Serv.
1352 Charwood Rd.
Hanover Md. 21076

All those lots or parcels of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 1W, as shown on a Plat entitled "Administrative Plat, Severn View, Section W" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 113, folio 21.

RETURN TO:
TRANSFINANCIAL LEASING CORP.
STEFFEY BUILDING, SUITE 200-B
407 CRAIN HIGHWAY
GLEN BURNIE, MD 21061

BOOK 591 PAGE 502

286607

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jonathan P. Forman, M. D., an individual
Address 407 Crain Highway, Suite 105, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached equipment description

ASSIGNEE: Annapolis National Bank
2083 West Street
Annapolis, MD 21401

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Jonathan P. Forman, M. D., an individual

Jonathan P. Forman, M.D.
(Signature of Debtor)

Jonathan P. Forman, M.D.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

Irvin Klein
(Signature of Secured Party)

IRVIN KLEIN
CONTROLLER

Type or Print Above Name on Above Line

filed in Anne Arundel County

NOT SUBJECT TO RECORDATION TAX - PURSUANT TO ANNOTATED CODE OF MARYLAND 12-108 (K)(4)

91

RECORD FEE 13.00
POSTAGE .50
MAY 20 0803 04 113:00
06/12/92
MARY N. ROSE
AA CO. CIRCUIT COURT

EQUIPMENT DESCRIPTION

BOOK

581 PAGE 563

<u>Quantity</u>	<u>Description</u>
One (1)	Lakeside cart #311
Three (3)	Merc BP wall adult w/basket
One (1)	404 RH table
Two (2)	Color kit blush
Three (3)	Dressing nooks
Three (3)	Ophthalmoscope 3.5V
Three (3)	Otoscope 3.5V F.O. w/spec
One (1)	EKG Unit EK-10 single channel, EKG Trimmer
One (1)	Microscope Binoc Halogen
One (1)	Hyfreator Plus
Three (3)	Gooseneck lights w/caster base
Three (3)	Charger w/2 3.5V hndl/tray
One (1)	Adams Compact II
One (1)	Hyfreator Stand
One (1)	Ultraclave M9 Auto Sterilizer
Three (3)	#183 stools blush
Five (5)	Wall Cabinets 2 door
One (1)	5-029-9900-01 tops
One (1)	029-9800-17 top 56"
One (1)	Corner sink w/2 doors/waist drop
Three (3)	Cabinet bases
Three (3)	Desk units 1 drawer
One (1)	Mobile cab 3 drw + 1xL
One (1)	404L table
One (1)	Resuscitator adult
One (1)	Pediatric scale
One (1)	Abco wheelchair courier blue
Three (3)	Otosopes 3.5V Diag w/spec
One (1)	Allen-Schiotz Tonometer
One (1)	Medicine cabinet

Jonathan P. Forman, M.D., an individual

BY: *Jonathan P. Forman*

TITLE: Individual

TransFinancial Leasing Corp.

BY: *Irvin Klein*

TITLE: IRVIN KLEIN
CONTROLLER

EQUIPMENT DESCRIPTION

BOOK 581 PAGE 564

- One (1) #1629 crash cart
- One (1) Miller 4901 HG desk
- One (1) Miller 4994 HG credenza
- One (1) Miller 800 BC 48 book shelf
- One (1) HP 4078 chair
- One (1) Flexible Sigmoidoscope Olympus OSF-2, 60 cm, CLK-3 light source
- One (1) wallhanger, suction pump
- One (1) Exam table 3 side drawers
- One (1) Readacrit centrifuge
- One (1) ATT Partner Plus R2 Carrier phone system
- One (1) M70997 Exam stool w/round footrest
- One (1) M71619 coffee/copier cabinet
- One (1) M71615 end tables
- Two (2) M71612 coffee table
- One (1) M30325 Detecto deluxe physician scale
- One (1) M71217 Vinyl traditional chairs
- Two (2) M52069 BMS regency cardiology stethos
- One (1) Pneumatic lifts
- Two (2) Guest chairs
- Eight (8) Stacking chairs
- Four (4)

All machinery, equipment, replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

Jonathan P. Forman, M.D., an individual

BY: Jonathan P. Forman, M.D.

TITLE: Individual

TransFinancial Leasing Corp.

BY: Irvin Klein

TITLE: IRVIN KLEIN
CONTROLLER

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK **581** PAGE **565** Identifying **286608**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name KAPLAN AND KAPLAN
 Address 7845 Oakwood Road, Ste. 200; Glen Burney, MD 21061

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION
 Address The Beaumont Building, P.O. Box 9104
Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) 233625

- 1) Abbott Spectrum Chemical Analyzer
- 1) Ionpure Water System

Name and address of Assignee	11.00
RECORD FFE	#678490 12403 R04 T14:51
	04/13/92
MARY N. ROSE	
AA CO. DISTRICT COURT	

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) G.L.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

KAPLAN AND KAPLAN

 (Signature of Debtor) Lessee

Type or Print Above Name on Above Line

 (Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

"Equipment Lease - does not create a security interest."

EATON FINANCIAL CORPORATION

 (Signature of Secured Party) Lessor

E J Ritter
 Type or Print Above Signature on Above Line

286679

STATE OF MARYLAND

FINANCING STATEMENT FOR RECORD **581** PAGE **566** Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 737476

1. DEBTOR

Name MAIN'S GREENHOUSE
 Address 3659 RIVA ROAD DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
 Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA L2350DT TRACTOR, SER.#51275.
- 1 NEW KUBOTA LA450S LOADER, SER.#10750.

Name and address of Assignee
KUBOTA CREDIT CORPORATION
 1025 NORTHBROOK PKWY.
 SUWANEE, GA 30174-2967

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 11.00
 06/12/92 06/12/92

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

G.L.

Charles A. Main
 (Signature of Debtor)

MAIN'S GREENHOUSE
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

Larry E. Groff
 (Signature of Secured Party)

LARRY E. GROFF
 Type or Print Above Signature on Above Line

Amount
Assessed
11.50

MARYLAND FINANCING STATEMENT

286610

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Rieve's Store, Inc. BGB949
(Name or Names)
418 Telegraph Road Odenton, Maryland 21113
(Address)

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) Bank Of Glen Burnie
Of LESSOR: _____ (Name or Names)
1st Avenue and Crain Hwy., S.E. Glen Burnie, MD 21061
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1 - Compuadd Model 325S 386 Computer
- 1 - Panasonic KX-P2123 24-Pin Dot Matrix Printer
- 1 - DacEasy 4.2
- 1 - Word Perfect 5.1

RECORD FEE 11.00
POSTAGE .50
#878900 CA03 R06 T15:18
08/12/92

G.L.

MARY N. ROSE
AA MD. CIRCUIT COURT

Lessee hereby grants to Lessor a security interest in any and all of its inventory, goods, equipment, fixtures, machinery, accounts, contract rights, general intangibles and any other property, or interest therein whatsoever, now owned or hereafter acquired, and Lessee agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor whether created hereunder or otherwise.

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE

LESSOR

Rieve's Store, Inc.

Chesapeake Industrial Leasing Co., Inc.

By: Carl Rieve Pres.
(Title)
Carl Rieve, Pres.

By: Donald A. Lounsbury Credit Manager
(Title)
Donald A. Lounsbury

(Type or print name of signer)

(Type or print name of signer)

By: _____
(Title)

Return to:

(Type or print name of signer)



SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BGB949
dated 5-28-92.

<u>Quantity</u>	<u>Description</u>
1	Compuadd Model 325S 386 Computer
1	Panasonic KX-P2123 24-Pin Dot Matrix Printer
1	DacEasy 4.2
1	Word Perfect 5.1

Approved and agreed to this 28 day of May, 1992.

Store, Inc.



FILE NO.: _____
KFSB FILE NO.: 01010016030

BOOK **581** PAGE **569**

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENTS, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
(FINANCING RECORDS)

ROLL NO. 553
IDENTIFICATION NO. 280231

PAGE NO. 120
DATED: _____

1. DEBTORS Annapolis Homes, Inc.
131 Lee Drive, Annapolis, Md. 21403

2. SECURED PARTY KEY FEDERAL SAVINGS BANK
7F GWYNNS MILL COURT
OWINGS MILLS, MD 21117

RECORDED FEE 10.00
POSTAGE .50
#187230 CT04 R03 114113

3. MATURITY DATE (if any) _____

4. CHECK APPLICABLE STATEMENT

(G.L.)

MARY H. ROSE

<p>A. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. PARTIAL RELEASE From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:</p>
<p>C. ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>D. OTHER: TERMINATION (Indicate whether amendment, termination, etc.)</p>

LOT 57, in Block A, Section 1, Plat of Hillsmere Estates, recorded among the Plat Records of Anne Arundel County in Plat Book 23, Folio 14.

DATED: November 13, 1991

KEY FEDERAL SAVINGS BANK
Name of Secured Party
BY: [Signature]
Signature of Secured Party

Daniel W. Hume, Vice President
Type or Print (Include Title if Company)

AFTER RECORDATION RETURN TO:

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388

→

612 Search A.
157534

10
50

BOOK 581 page 570

286634

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Gischel Machine Company, Inc.

 (Name)
7605 energy Parkway

 (Address)
Baltimore, Maryland

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Samuel B. Bayne, Jr.

 (Name of Loan Officer)
18 West St.

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- 1 - 24H Gould and Eberhardt Vertical Gear Hobber sn5611A8
- 1 - Used Mori Seiki SL-3A CNC Trunig Center with Yasnuc 2000 GII Contol, 1982 Model, Machine Number NYK (NCR-960) Accessories included - Electricals, 3 Jaw Hydraulic Chuck, and Unit CRT, hydraulic Actuated tail stock, complete coolant system, built in work-light, complete splash guard center, a large assortment of Soft Jaws and as assortment of tool holders in a cabinet.



RECORD FEE 11.00
 RECORD TAX 210.00
 POSTAGE .50
 BALANCE DUE FOR 1992 06/15/92

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Gischel Machine Company, Inc. (Seal)
 _____ (Seal)
 (Signature)
James Gischel

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

11
210
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANSMEDIA MUSIC, INC.
Address Chesapeake Overlook, 6928 Konrad Court, Friendship, MD 20758

2. SECURED PARTY

Name Orix Credit Alliance, Inc.
Address 100 Dutch Hill Rd., Suite 208
Orangeburg, Ny 10962
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE OF EQUIPMENT

RECORD FEE 21.00
POSTAGE .50
#187310 0704 R03 T1431
06/12/92
MARY N. RUDE
AN CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANSMEDIA MUSIC, INC.-see attached
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Alison Feinstein
(Signature of Secured Party)

Alison Feinstein
Type or Print Above Signature on Above Line

FILED WITH CIRCUIT COURT CLERK OF ANNE ARUNDLE COUNTY

21/30

LESSOR: COMMERCIAL FUNDING SOURCES, INC.

LESSEE: TRANSMEDIA MUSIC, INC.

ADDRESS: 806 15th Street, N.W.
Washington, D.C. 20005

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO</u>
1	Waveframe	Module, Sampler, 16 Voice	7342009
1	Waveframe	Module, Sampler, 16 Voice	7349051
1	Waveframe	Module, Memory, 14MB	8062036
1	Waveframe	Module, Memory, 14MB	8062035



The MASTER LEASE AGREEMENT is made between COMMERCIAL FUNDING SOURCES, INC., having its principal place of business at 3918 Prosperity Avenue, Suite 205, Fairfax, VA 22031 ("Lessor") and Transmedia Music, Inc. District of Columbia Corporation having its principal place of business at 806 15th Street, N.W., Washington, D.C. 20005 ("Lessee")

Lessor hereby leases and rents to Lessee, and Lessee hereby leases and rents from Lessor all items of personal property described in the attached Equipment Lease Schedule or in any Equipment Lease Schedule hereafter executed by Lessor and Lessee and attached hereto or incorporated herein by reference (the "Schedules") (such personal property and all replacement parts, repairs, additions and accessories thereto being referred to hereinafter as the "Equipment") upon the terms and conditions set forth herein and, with respect to a particular item of Equipment, in the Schedule identifying such item. As used herein, the term "Lease" shall mean the Master Lease Agreement and all Schedules, other schedules, exhibits, addenda and amendments hereto, whether executed concurrently with the Master Lease Agreement or at any time thereafter.

1. NO WARRANTIES; CLAIMS AGAINST VENDOR. Lessee acknowledges that Lessor is not a Vendor of any item of Equipment nor the agent of any Vendor. LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO (1) THE FITNESS, SUITABILITY, DESIGN OR CONDITION OF THE EQUIPMENT, (2) THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, (3) THE QUALITY, DURABILITY, SIZE OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS OR WORKMANSHIP IN THE EQUIPMENT, (4) ANY LATENT DEFECTS IN THE EQUIPMENT, (5) ANY PATENT INFRINGEMENT, AND (6) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. Lessee further acknowledges that the Equipment is of a size, design, capacity and manufacture selected by Lessee and that Lessee is leasing the Equipment from Lessor in an "as is" condition and that no defect or unfitness of the Equipment shall relieve Lessee of Lessee's obligation to pay rent, or give rise to any defense, set-off or counterclaim against such rent or relieve Lessee of any other obligation or liability to Lessee for any liability, loss, expense or damage, whether direct or consequential - including commercial or economic loss - which is caused by or which arises from, directly or indirectly, the use or loss of use of the Equipment whether Lessee a claim sounds in contract, tort, strict liability or otherwise.

If the Equipment or any item thereof is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the Vendor and shall nevertheless pay Lessor all rent and perform its other obligations under this Lease. Lessor hereby agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, all of the rights, if any, which Lessor has against the Vendor for breach of warranty or other representation respecting the Equipment or any item thereof. Lessor shall have no responsibility for any delay or failure of the Vendor or any other person to supply, repair or replace the Equipment or any item thereof. Lessee shall perform all things required on the part of the purchaser to be performed under the terms of any Vendor warranty in order to preserve the benefits thereof.

2. VENDOR NOT AN AGENT. Lessee understands and agrees that neither the Vendor of any item of Equipment, nor any salesman or other agent of any Vendor, is an agent of Lessor. Neither Vendor nor any salesman or other agent of any Vendor is authorized to waive or alter any term or condition of this Lease, and no representation as to the Equipment or any other matter by any Vendor, its salesman or other agent shall in any way affect Lessee's duty to pay rent and perform its other obligations under this Lease.

3. NON-CANCELLABLE LEASE. Except as expressly provided in this Lease, this Lease is non-cancellable and irrevocable for the full term hereof for the aggregate rent payable hereunder and the rent shall not abate by reason of termination of Lessee's right of possession of the Equipment or any item thereof or any other cause, nor shall the rent be subject to any defense, set-off or counterclaim of whatever nature and however arising.

4. ORDERING EQUIPMENT. Lessor shall order each item of Equipment from the Vendor thereof. Lessee shall arrange for delivery of such Equipment so each item can be accepted in accordance with Section 5 hereof within 180 days after the date of Lessor's acceptance of this Lease with respect to that item as shown in the Schedule identifying that item (which acceptance date is hereinafter referred to as the "Commitment Date"). Lessee hereby authorizes Lessor to insert in this Lease the serial numbers, and other identification data, of each item of Equipment when determined by Lessor.

5. DELIVERY AND ACCEPTANCE. Unless within five (5) business days after its delivery to Lessee, Lessee gives Lessor written notice specifying any defect in or other proper objection to the Equipment, it shall be conclusively presumed, as between Lessor and Lessee, that (i) Lessee has fully inspected the Equipment, (ii) the Equipment is in full compliance with the terms of this Lease, (iii) the Equipment is in good condition (operating and otherwise) and repair, and (iv) Lessee has accepted the Equipment from the Vendor thereof. If Lessor shall request, Lessee shall furnish Lessor a written statement confirming the truth of the matters stated in (i), (ii), (iii) and (iv) and also approving the invoice for the Equipment or item thereof.

Notwithstanding the aforesaid, if the usual time of installation of any item of Equipment exceeds five (5) business days, then so long as the Equipment is properly installed by Lessee or Vendor as the case may be, the aforesaid five (5) business day period shall begin to run on the earlier of (i) the day following the date of completion of said installation, or (ii) thirty (30) days after delivery of said item of Equipment to Lessee, whether or not it is then properly installed.

6. TERMINATION BY LESSOR. Lessor may terminate this Lease with respect to any or all items of Equipment identified in a Schedule which, within 180 days after the Commitment Date (i) have not been delivered to Lessee, or (ii) if delivered, have not been accepted by Lessee as provided in Section 5. Lessor may exercise this right of termination by giving Lessee written notice thereof pursuant to this Section 6 within ten (10) business days after the expiration of such 180 day period.

7. TERM. The term of this Lease shall begin upon the first date on which any item of Equipment is delivered to Lessee and shall end upon the expiration of the number of months specified in all Schedules identifying any item of Equipment last expiring, provided, that this Lease shall apply to any item of Equipment only during the period or term set forth in the Schedule identifying such item. Lessee hereby authorizes Lessor to insert in the Schedules as the "Commencement Date," the date upon which the Equipment identified therein is delivered to Lessee or any later date selected by Lessor. If any such term is extended pursuant to a "renewal term" provision set forth in the Schedule identifying such item of Equipment, the word "term" or "period," as used in this Lease, shall be deemed to refer as well to such "renewal term," and all provisions of this Lease shall apply during and until the expiration of such "renewal term," except as may be otherwise specifically provided in this Lease or in such Schedule.

8. RENT. The rent for each item of Equipment shall be the amount set forth in the Schedule identifying such item and shall be payable in advance at the time set forth in such Schedule at the principal office address of Lessor indicated above, or at such other place as Lessor shall from time to time indicate in writing to Lessee. The receipt of any check or other item on account of any rental payment will not be considered as payment unless and until such item is honored upon its first proper presentation for payment.

9. TAXES AND OTHER CHARGES. Lessee shall pay and discharge all license fees, assessments and use, property and other tax or taxes now or hereafter imposed by any jurisdiction upon any item of Equipment by reason of Lessee's leasing, use and/or operation thereof, whether the same be assessed against Lessor or Lessee together with any penalties or interest in connection therewith. If any tax is by law to be assessed or billed to Lessor, Lessee at its own expense shall do any and all things required to be done by Lessor in connection with the levy, assessment, billing or payment of such taxes, and is hereby authorized by Lessor to act for and on behalf of Lessor in any and all respects, including but not limited to the contest or protest in good faith of the validity of any tax or assessment, or the amount thereof. Lessee shall be solely liable for all costs and expenses associated in any manner with such contest or protest and shall indemnify and hold Lessor harmless from all liability associated in any manner with such contest or protest. Lessee shall cause all billings of such taxes to Lessor to be made to Lessor in care of Lessee and will from time to time, on request of Lessor, submit written evidence of the payment of all the governmental obligations mentioned in this Section 9. If Lessee shall fail to pay such obligations when due, or to pay when due any other fee, charge or assessment associated with Lessee's leasing, use and/or operation of any item of Equipment, then Lessor at its option may make such payment on Lessee's behalf in which event the sum or sums so paid shall become immediately due and payable by Lessee to Lessor, or at the option of Lessor, be added to the amount of rent due hereunder.

10. RENEWAL OPTION. If a "renewal term" has been specified on a particular Schedule, Lessor grants an option to Lessee to renew this Lease with respect to the item or items of Equipment identified therein for such "renewal term," provided that Lessee is not in default hereunder at the time of exercise. Such option shall be exercisable by Lessee solely by giving written notice to Lessor at least thirty (30), but not more than sixty (60), days before the expiration of the "term" set forth on such Schedule. If Lessee fails to notify Lessor as indicated above or fails to return the Equipment in accordance with Section 13 below, at Lessor's sole option this Lease may be continued on a month-to-month basis until thirty (30) days after Lessee returns the Equipment to Lessor. If this Lease is so continued on a month-to-month basis, all of the terms and conditions contained herein shall continue uninterrupted.

11. LOCATION; LESSOR'S INSPECTION; LABELS. All items of Equipment shall be delivered and thereafter kept at the location specified in the Schedule which identifies such items, or if none is specified, at Lessee's address set forth above, and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to inspect any Equipment at any reasonable time. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and keep same displayed in a prominent place on each item of Equipment.

12. REPAIRS; USE; ALTERATIONS. Except as otherwise provided in any Schedule, Lessee, at its sole cost and expense, shall keep each item of Equipment in good working condition and repair and furnish all labor, parts, mechanisms and devices required therefor. Lessee shall use the Equipment in a careful and lawful manner. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent. All alterations, additions, improvements, repairs, replacement parts or accessories made or added to the Equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Any such alterations, additions, improvements, repairs, replacement parts or accessories made to Equipment shall not be removed without Lessor's prior written consent.

13. RETURN OF THE EQUIPMENT. At the end of the rental term provided in a Schedule or upon the sooner termination of this Lease, unless Lessee shall have properly exercised any renewal option granted herein or any option to purchase set forth on any Schedule, Lessee at its sole cost and expense shall deliver the items of Equipment identified in such Schedule either to Lessor's principal office address specified above or to any place within a radius of 100 miles thereof which Lessor shall have designated in writing, for such disposition as Lessor shall determine. All Equipment so returned to Lessor by Lessee shall be in the same condition as when first delivered to Lessee hereunder, reasonable wear and tear resulting from the normal use alone excepted.

14. LOSS OR DAMAGE. Lessee shall bear the entire risk of loss, theft, destruction or damage of Equipment or any portion thereof from any cause whatsoever. In no event shall the total or partial loss or destruction of the Equipment or any item thereof relieve Lessee from the obligation to pay rent or other charges herein provided for, except as otherwise set forth in this Section 14 or in Section 23.

If any item of Equipment is damaged, Lessee shall forthwith cause that item of Equipment to be repaired or replaced at its sole cost and expense, provided, that Lessor shall make available the proceeds of any insurance received by Lessor for such loss or damage. Lessee shall pay any additional amount required therefor which is not provided by such insurance. If any item of Equipment is destroyed and Lessee elects not to replace that item, Lessee may terminate the Lease as to that destroyed item by paying to Lessor (i) the rental due hereunder for the period during which the loss has occurred, (ii) an amount equal to the present value of all rents to become due thereafter for that item, calculated at a discount rate of 8% per annum, and (iii) an amount equal to Lessor's reasonable estimate of the residual value of such item. As used herein, "residual value" of any item of Equipment means its fair market value at the end of the full lease term hereunder. At that time, Lessor shall assign to Lessee its interest, if any, in any insurance proceeds to be awarded Lessor in connection with that loss. If an item of Equipment is destroyed and Lessee elects to replace it, Lessee shall not assign to Lessee its interest, if any, in any insurance proceeds to be awarded Lessor in connection with that loss. Lessee shall pay any additional amount required for such replacement. If Lessee elects replacement, the new item shall become subject to all the terms and conditions of this Lease as if it were the item of Equipment replaced.

Lessee hereby assumes all liability incident to or resulting from the use, operation, storage or loss of use of each item of Equipment and all liability for injuries or death of persons and damage to property arising from any item of Equipment or from Lessee's use or possession thereof.

15. INSURANCE. Lessee shall, at its own expense, insure the Equipment at all times against all hazards requested by Lessor, including but not limited to fire, theft and extended coverage insurance, and such policies shall be payable to Lessor and/or its assignee as its or their interests may appear. Such insurance shall be satisfactory to Lessor as to form, amount and insurer and shall provide for at least thirty (30) days prior written notice of cancellation to Lessor. Such insurance policies or certificates thereof shall be delivered by Lessee to Lessor. In addition, Lessee shall, at its own expense, carry public liability insurance with respect to the Equipment and the use thereof in such form and amounts and with such insurers as are satisfactory to Lessor, and such insurance policies shall also name Lessor and/or its assignee as insured(s) thereunder. Lessee hereby designates Lessor and/or its assignee as Lessee's attorney-in-fact with full power to present and pursue claims on behalf of Lessee which may arise under such insurance coverage. Lessor may, in its sole judgment, use the proceeds of such insurance for the repair or replacement of any damaged or destroyed Equipment or to satisfy the amounts of any rent and other payments then due under the provisions of Section 14.

16. LIENS; TAX RETURNS. Lessee shall keep Equipment free and clear of all liens, taxes and encumbrances. Lessee shall, in the manner directed by Lessor, make and file all declarations and returns in connection with all charges and taxes (local, state and federal), which may now or hereafter be imposed upon or measured by the ownership, leasing, rental sale, purchase, possession or use of the Equipment, excluding however all taxes on or measured by Lessor's net income, and pay all such charges and taxes as provided in Section 9. If Lessor elects to make and file any or all declarations and returns in connection with such charges and taxes and to pay the same, then the Lessee shall reimburse the Lessor, upon demand of the Lessor, for any and all such charges and taxes.

Commercial Funding Sources, Inc., ("Lessor")

Transmedia Music, Inc.

By: [Signature]
Authorized Corporate Officer

(Name of Lessee)
(Must be signed by Authorized Corporate Officer, Partner or Proprietor)
By: [Signature]
President

Title: President

Attest: [Signature]

Date Executed: December 17, 1987

Title: Secretary

Affix Corporate Seal

THE ADDITIONAL TERMS ON THE REVERSE SIDE ARE A PART OF THIS MASTER LEASE AGREEMENT.

17. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations under this Lease, Lessor may, at its sole option, perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, interest and insurance, and all such payments shall be deemed a waiver or release of any obligation or default of Lessee.

18. INDEMNITY. Lessee shall indemnify and hold harmless Lessor, its successors and assigns, and their respective employees, officers and directors, from any and all liabilities, losses, damages, expenses, causes of action, suits, claims, proceedings, damages or judgments (collectively, "Liabilities"), arising from injury or damage to persons or property however occurring, resulting from the use, operation, location, possession, transportation, use, operation, location of the Equipment, including, without limitation, all Liabilities resulting from or based upon the actual or alleged selection, purchase, manufacture, delivery, possession, transportation, use, operation, location or selection of any of the Equipment. Lessee, at Lessee's sole cost and expense, shall defend Lessor, its successors or assigns, and their respective employees, officers and directors, other than Lessor, its successors or assigns, against all Liabilities. Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor or any other person indemnified hereunder in any actions, provided, however, that Lessor or such other indemnified person shall give Lessee written notice of all claims or demands relating to any Liabilities. The provisions of this Section shall survive the termination of this Lease.

19. ASSIGNMENT; NO SET-OFF. Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease, any Equipment, or any interest therein, or (ii) sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

Lessor, its successors and assigns, may assign this Lease and Lessor, its successors and assigns, may mortgage or sell some or all of the Equipment. (subject nevertheless to this Lease Agreement) in whole or in part, without notice to or consent by Lessee, to one or more assignees or mortgagees. If Lessee is given notice of such assignment, it agrees to acknowledge (in writing) each such assignee and/or mortgagee shall have all the rights, but none of the obligations of Lessor under this Lease. LESSEE SHALL NOT ASSERT AGAINST ANY ASSIGNEE AND/OR MORTGAGEE ANY DEFENSE, SET-OFF OR COUNTERCLAIM THAT LESSEE MAY HAVE AGAINST LESSOR OR VENDOR.

Lessee shall cooperate in providing any documents reasonably required by any assignee, including without limitation, a consent to assignment agreement, officers' certificate, landlords' waiver, and U.C.C. financing statements.

20. SERVICE CHARGE. If Lessee fails to pay when due any rent or any other amount required by the Lease to be paid to Lessor, Lessee shall pay to Lessor a service charge on such delinquent rent or amount at the rate of two percent (2%) per month of such unpaid amount (s), or, if lower, at the maximum interest rate allowed by law.

21. FINANCIAL STATEMENTS. During the term of this Lease, Lessee shall furnish Lessor and any assignee of Lessor quarterly financial statements of Lessee and of any guarantor of Lessee's obligations under this lease, within forty-five (45) days after the end of each fiscal quarter and annual audited financial statements of Lessee and of any guarantor of Lessee's obligations under this Lease, within ninety (90) days after the end of each fiscal year.

22. REPRESENTATIONS AND WARRANTIES OF LEASE. Lessee represents and warrants to Lessor and its assigns (i) that the execution and performance of the Lease was duly authorized and that upon execution hereof by Lessee and Lessor, this Lease will constitute a valid obligation binding upon and enforceable against Lessee in accordance with its terms; (ii) that the performance hereof by Lessee will not result in any breach, default or violation of, Lessee's certificate of incorporation or by-laws or any agreement to which Lessee is a party; (iii) that Lessee is in good standing in its jurisdiction of incorporation and in any jurisdiction(s) in which any of the Equipment is to be located; (iv) that no consent or approval, of giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other governmental authority or agency is required with respect to the execution, delivery and performance by the Lessee of this Lease or, if any such approval, notice, registration or action is required, it has been duly obtained; and (v) that any and all financial statements and other information with respect to Lessee supplied to Lessor at the time of execution of this Lease and any amendments hereto, are true and complete. The foregoing representations and warranties shall survive the execution and delivery of this Lease and any amendments hereto.

23. Default.

(a) Any one of the following events will constitute an event of default hereunder ("Default"):

- (i) failure to pay when due and payable any payment of rent (original or renewal) or any other sums, however, characterized, payable by Lessee to Lessor hereunder;
- (ii) failure by Lessee to perform, keep and observe any term, provision, warranty or condition contained in this Lease or in any other agreement, instrument or document heretofore now or hereafter executed by Lessee and delivered to Lessor, which term, provision, warranty or condition is required to be performed, kept or observed by Lessee;
- (iii) if at any time or times hereafter any warranty, representation, statement, report or certificate now or hereafter made or furnished to Lessor by or on behalf of Lessee is found to be not true and correct;
- (iv) if any item of Equipment or all or any part of Lessee's property is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors;
- (v) if Lessee is an individual, his death or incompetency, however evidenced;
- (vi) the filing or commencement of any application or proceeding by or against Lessee for dissolution or liquidation;
- (vii) the filing by or against Lessee of any proceeding under the National Bankruptcy Act or for the appointment of a receiver, trustee or custodian for all or any part of the property of Lessee;
- (viii) the making by Lessee of an assignment for the benefit of creditors;
- (ix) the attempt by Lessee to make an adjustment, settlement or extension of debts with its creditors;
- (x) the filing of a notice of tax lien or the existence of any other lien or encumbrance with respect to the Equipment, Lessee, or all or any part of Lessee's property or if Lessee is enjoined, restrained or in any way prevented by court order or otherwise from conducting as or any part of its business affairs in the ordinary course;
- (xi) if Lessee is enjoined, restrained or in any way prevented by court order or otherwise from conducting as or any part of its business affairs in the ordinary course.

(b) Upon a Default, Lessor may, at its sole election, without notice of its election and without demand, do any one or more of the following, all of which are hereby authorized by Lessee:

- (i) declare the full amount of all rent and other charges then or thereafter due and payable by Lessee under the Lease immediately due and payable and proceed against Lessee therefor; and/or
- (ii) demand that Lessee, immediately deliver all of the Equipment to Lessor, in accordance with Section 13 hereof, and/or
- (iii) declare this Lease terminated as to any or all items of the Equipment, provided that Lessor may, despite such termination, proceed by legal or equitable action to enforce, or to obtain damages for the breach of, the applicable covenants of Lessee under the Lease; and/or
- (iv) enter, with or without process of law, any premises where the Equipment may be and, without breach of the peace and without affecting Lessee's obligations under this Lease, take possession of the Equipment and store it on such premises (and Lessee will not charge Lessor for storage of the Equipment), or remove the Equipment therefrom to such other place or places as Lessor deems convenient, all until sale, lease or other disposition of the Equipment by Lessor. Lessee hereby expressly waives all further rights to possession of the Equipment; and/or
- (v) take possession of all or part of the premises where the Equipment is located and place a custodian in exclusive control thereof; and/or
- (vi) exercise any or all of the rights accruing to a Lessor under all applicable laws upon a default by Lessee.

(c) Lessor, in the exercise of the remedies set forth in the foregoing subsection (b), shall be entitled to recover immediately as and for liquidated damages for Lessee's Default, and not as a penalty, an amount equal to the sum of the following:

- (i) all unpaid rentals or other sums which are due and payable for any item of Equipment up to the date of its redelivery to or repossession by Lessor;
- (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses;
- (iii) for any item of Equipment which Lessee fails to return to Lessor as provided above or converts or destroys, or which Lessor is unable to repossess:
 - (a) all unpaid rents which are, or are to become, due for that item up to the end of the full term of the Lease of that item; and
 - (b) an amount equal to Lessor's reasonable estimate of its residual value;
- (iv) for any item of Equipment returned to or repossessed by Lessor, an amount equal to the difference between:
 - (a) all unpaid rents which are to become due for that item from the date of such return or repossession up to the end of the full term of the Lease of that item; and
 - (b) the present fair market rental value of each such item for such unexpired rental period (the "Unexpired Rental Value"), provided, however, that the Unexpired Rental Value of each item of Equipment shall be deemed to be an amount equal to (i) the proceeds of any lease thereof by Lessor for a period substantially similar to the unexpired rental period hereof, or (ii) the proceeds of any sale thereof less an amount equal to Lessor's reasonable estimate of the residual value of that item. Should Lessor, however, estimate its actual damages to exceed the amount calculated pursuant to the foregoing sentence, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto. Lessor shall not be obligated to sell, lease or otherwise dispose of any item of repossessed Equipment hereunder (otherwise than by cash sale to Lessee) if it would impair the sale, lease or other disposition of similar equipment in the ordinary course of Lessor's business or which was previously repossessed by Lessor from any person.

(d) None of the remedies under this Lease are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor in law or in equity. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a delinquency as herein provided and the bringing of an action or the entry of judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment.

(e) Any notice of sale, lease or other disposition of the Equipment or any other intended action by Lessor with respect to the Equipment or this Lease given to Lessee in accordance with Section 26 at least five (5) days prior to such action will constitute reasonable and fair notice to Lessee of any such action and will be deemed to have been given to Lessee two (2) days after the date such notice is deposited in the United States mail.

(f) Notwithstanding Lessor's repossession of the Equipment or exercise of any other remedy herein provided, or the occurrence of any event of Default, Lessee shall be and remain liable (subject to all provisions of this Lease) for the full performance of all warranties, terms, conditions and provisions of this Lease to be performed by Lessee including, without limiting the generality of the foregoing, the payment of rent (original or renewal).

(g) To the extent permitted by applicable law Lessee hereby waives and releases Lessor of and from any and all liabilities or penalties for failure of Lessor to comply with any statutory or other requirement imposed on Lessor relating to notices of sale, holding of sale or reporting of any sale. In the event Lessor seeks to take possession of the Equipment by replevin or other court process, Lessee hereby irrevocably waives any bonds, surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession or proceedings and waives any demand for possession prior to commencement of any suit or action to recover possession of the Equipment and waives the right to trial by jury with respect thereto and in any other action in which the Lessee is a party to the extent such waivers are permitted by law.

(h) Lessee authorizes any attorney to appear in any court of record in the Commonwealth of Virginia, or in any other state in the United States upon any default to waive the issuing and service of process, to confess judgment against Lessee in favor of Lessor for the full amount remaining to be paid to Lessor by Lessee under the terms of this Lease, together with costs of suit and reasonable attorneys' fees; and to release all errors and waive all right of appeal and stay of execution. If the inclusion of this confession of judgment provision above effects the validity or enforceability of this Lease, the provision shall be irrevocable as if it did not appear in this Lease, but all the remaining terms and provisions contained herein shall subsist and be fully effective according to their tenor, as if the confession of judgment provision had never been included herein.

(i) In the event of such retaking of the Equipment by Lessor, as provided in subsection (b), Lessor may, in its sole discretion and free of any rights of Lessee, re-lease the Equipment for a term and a rental which may be equal to, greater than, or less than the rental and term herein provided, or may use the Equipment or sell or otherwise dispose of the Equipment at public or private sale, for cash or credit and Lessor may become a purchaser at any such sale.

24. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees and expenses, the fees and expenses of collection agencies and other expenses such as telephone and teletype charges, incurred by Lessor in enforcing any of the terms, conditions or provisions hereof.

25. OWNERSHIP; PERSONAL PROPERTY; LEASE AS FINANCING STATEMENT. The Equipment is and shall at all times remain, the property of Lessor and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

a. Equipment is and shall at all times remain, the property of Lessor and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment is, and shall at all times be and remain, personal property notwithstanding that Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any building thereon.

b. Lessee hereby agrees that Lessor, in its sole discretion, may file this Lease as a financing statement under the Uniform Commercial Code in any jurisdiction where Lessor deems such filing to be appropriate.

26. NOTICES. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party entitled thereto at its respective address set forth above, or at such other addresses as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

27. SECURITY DEPOSIT. If any Schedule indicates that Lessee is obligated to make a security deposit with Lessor in order to secure Lessee's faithful and timely performance of all of its obligations with respect to the terms of Equipment identified on such Schedule, Lessor may, but shall not be obliged to:

- (i) apply such security deposit to cure any default of Lessee hereunder, in which event Lessee shall promptly restore the security deposit to the full amount specified above;
- (ii) apply such security deposit to the rental payments under this Lease in the inverse order of their maturity; or
- (iii) return such deposits to Lessee upon the termination of this Lease with respect to such item of Equipment. Lessor shall not be required to pay interest on any funds held as a security deposit hereunder.

28. SEVERABILITY. If any provision of this Lease or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of such provision to other parties or circumstances will not be affected thereby and to this end the provisions of this Lease are declared severable.

29. AMENDMENTS AND WAIVERS. This Master Lease Agreement and the Schedules hereto constitute the entire agreement between Lessee and Lessor with respect to the Equipment. The terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically amended in writing executed by Lessor and Lessee. No express or implied waiver by Lessor of any Default hereunder shall in any way be or be construed to be a waiver of any future or subsequent Default whether similar in kind or otherwise.

30. PARTIES AND SUCCESSION. The provisions of this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. If there is more than one Lessee named either in this Master Lease Agreement or in any Schedule, the liability of each shall be joint and several.

31. MISCELLANEOUS.

- (a) No provision of this Lease can be amended except by the writing signed by the parties.
- (b) Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements and other documents as (all properly executed and, if appropriate, in form for filing) Lessor may request from time to time in order to effectuate the terms of this Lease or to further so assure Lessor of its rights under this Lease or in the Equipment.
- (c) Where permitted by law, Lessee authorizes Lessor and its successors and assigns, to file a financing statement signed only by Lessor or its successors or assigns, as the case may be, in all places where necessary to protect or perfect Lessor's rights hereunder.
- (d) This Lease shall be governed by and construed in accordance with the domestic internal law (but not the law of conflicts of law) of the Commonwealth of Virginia.
- (e) As used in this Lease, "person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or other legal entity.
- (f) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

THESE TERMS ARE A PART OF THIS MASTER LEASE AGREEMENT *[Signature]*

BOOK 581 PAGE 575

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance Inc (herein called 'FICAI'), its successors and assigns the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 8, 1988 between Commercial Funding Source, Inc. Seller/Lessor/Mortgagee, and Transmedia Music, Inc., 806 15th Street, N.W., Washington, D.C. 20005 (Address)

as Buyer/Lessor/Mortgagee (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of all persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to FICAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that FICAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that FICAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and FICAI, if any, applicable to the purchase of paper as defined therein, by FICAI from us, are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if FICAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 48070.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 22nd day of June 1988

Commercial Funding Source, Inc. (Seller/Lessor/Mortgagee) By: [Signature] President

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-8

AQP9

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Wilson, Christopher H. 4024 Solomon's Island Rd Harwood, MD 20776	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit Company 10710 Midlothian Trnk Suite 306 PO Box 36387 Richmond, VA 23235
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)
Book 567 Page 109

3. This statement refers to original Financing Statement No. _____ Dated: 04-18-91

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
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RECORD FEE 10.00
POSTAGE .50
75 #187420 DT04 R03 T14750
06/12/92

4. This transaction is exempt from the Recording Tax. MARY H. ROSE

Filed with: Anne Arundel 66th DISTRICT COURT

Ford Motor Credit Company
(NAME OF SECURED PARTY)

Dated: May 20, 19 92

By: E. Brooks
Elizabeth Brooks-Clerk

F M C C
JUN 65 7288-M (MARYLAND ONLY)

10.30

STATE OF MARYLAND
FINANCING STATEMENT FORM UC **BOOK 581 PAGE 577** Identifying File No. **286612**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name New Cleaners Inc 71111
 Address 596 Penfield Vill shopping Village Severna Park MD 21146

2. SECURED PARTY

Name ADVANTA Leasing Corp.
Two Echelon Plaza, Suite 300
 Address Voorhees, NJ 08043

RECORD FEE 17.00
 POSTAGE .50
 #197440 CT04 R03 T15103
 06/12/92

Person And Address To Whom Statement Is To Be Returned If Different From Above. MARY N. ROSE
BA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

AJAX Model CBS cabinet bag sleever

Name and address of Assignee

Equipment lease does not create a security interest

THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY TO GIVE NOTICE OF THE SECURED PARTY'S OWNERSHIP OF THE EQUIPMENT.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

G.L.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

New Cleaners Inc
 Lizabeth Leinmiller attorney in fact

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ADVANTA LEASING CORP/liz leinmiller, Clerk

(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1850

LEASE AGREEMENT CONTAINS ON REVERSE SIDE

Leasing Corp.

Two Echelon Plaza
P.O. Box 1228
Voorhees, New Jersey 08043-1228

Equipment Lease Agreement

THIS LEASE IS NON-CANCELABLE. THIS LEASE IS A BINDING CONTRACT
CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF.

BOOK 581 PAGE 578

TOLL FREE (800) 255-0022
FAX (609) 770-1414

DESCRIPTION OF EQUIPMENT (Include make, model, serial no. and all attachments)
1- AJAX MODEL CBS CABINET BAG SLEEVER *7/11/11*

VENDOR'S NAME
CUSTOM MACHINERY CO. WASHINGTON, DC 202-832-8080

SCHEDULE OF RENTAL PAYMENTS

TERM OF LEASE (IN MONTHS)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT*
60	60	\$ 274.40 (Plus Applicable Taxes)	\$ 823.20
PAYMENT FREQ.	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other

LESSEE (COMPLETE LEGAL NAME. If a corporation, use EXACT registered corporate name.)
Company Name & Address
NEW CLEANERS INC
596 BENFIELD
VILL SHOPPING VILLAGE
SEVERNA PARK, MD 21146
Equipment Location (if other than Billing Address)
Annand 12.50

By signing, Lessee certifies that he/she has read and agrees to all terms on the front AND REVERSE SIDES hereof. This Lease constitutes the entire agreement between Lessor and Lessee and supersedes any prior oral or written agreements. This Lease may not be amended or terminated except by a writing signed by an executive officer of Lessor and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

Signature *X Young Soon Shin* Date *5/21/92* Telephone No. (Area Code) 301-647-8065
Print Name & Title
Young Soon Shin

Witness _____ Date _____

PERSONAL GUARANTY
In consideration of the making of the above Equipment Lease by Lessor with Lessee, and at the request of the undersigned and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) as a direct and primary obligation, INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES to Lessor and any assignee of Lessor (hereinafter "Holder") the prompt payment of all payments to be made by Lessee under the Lease and further guarantees the performance by Lessee of all the terms and conditions thereunder, regardless of any invalidity or unenforceability thereof. The undersigned promises to pay all of Holders' expenses incurred in enforcing this guaranty. The undersigned waives notice of acceptance, presentment, demand, protest, notice of protest or notice of default and consents that Holder may grant Lessee extensions of indulgency under the Lease, and may proceed directly against the undersigned without first proceeding against Lessee or disposing of any security under the Lease. Accounts settled between Holder and Lessee shall bind the undersigned. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The undersigned hereby waives rights of subrogation, indemnity, reimbursement and contribution from Lessee and shall not be deemed a creditor of Lessee in the event payments are made to Lessor pursuant to this guaranty. THE UNDERSIGNED WAIVES TRIAL BY JURY AND CONSENTS AND SUBMITS TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS OF PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE. This guaranty shall bind the heirs, representatives, successors and assigns of the undersigned.

SIGNATURE (INDIVIDUALLY; NO TITLES) Date *5/21/92* SIGNATURE (INDIVIDUALLY; NO TITLES) Date *5/21/92*
X Young Soon Shin *X Cheryl Ann Shin*

GUARANTOR #1 Name and Home Address (Please Print)
SHIN, YOUNG SOON
1681 INDEPENDENCE COURT
SEVERNA PARK MD 21113
GUARANTOR #2 Name and Home Address (Please Print)
SHIN, MRS

WITNESS: _____ WITNESS: _____

DELIVERY AND ACCEPTANCE RECEIPT
TO LESSOR: THE UNDERSIGNED LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT DESCRIBED ABOVE AND ON ANY ATTACHED SCHEDULES HAS BEEN DELIVERED TO LESSEE AND INSTALLED; THAT THE EQUIPMENT HAS BEEN INSPECTED BY LESSEE AND IS IN GOOD OPERATING ORDER; AND THAT THE EQUIPMENT IS ACCEPTED BY LESSEE FOR ALL PURPOSES UNDER THE LEASE. LESSEE HEREBY DIRECTS LESSOR TO PAY THE VENDOR FOR THE EQUIPMENT.

Signature *Young Soon Shin* Date *5/21/92*
Name and Title (please Print)
Young Soon Shin

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)
[Signature] Date: *6/1/92* Lease #:

LEASE AGREEMENT CONTINUES ON REVERSE SIDE ➡

1. **LEASE.** Lessee hereby leases from Lessor the equipment identified above and on any attached schedule ("Equipment") under the terms and conditions stated on the face hereof and ON THE REVERSE SIDE HEREOF ("Lease"). **THIS IS AN IRREVOCABLE LEASE FOR THE FULL TERM AND CANNOT BE CANCELLED.** Lessor is hereby authorized to insert any missing, incomplete or incorrect terms on the reverse side hereof.

2. **TERM.** This Lease shall not commence until the LESSOR accepts and signs the Lease. Thereafter, the Lease shall continue for the full term shown above and any extension periods ("Term"). Unless LESSEE notifies LESSOR in writing at least 60 days prior to the expiration of the initial lease term of its intention to terminate the Lease, the Lease shall automatically be extended for a period of one year and shall continue from year to year thereafter until terminated.

3. **RENT.** The due date of the first lease payment is the date upon which the Equipment is delivered to LESSEE, or any later date designated by LESSOR. Such payment amount is based upon the estimated cost of all Equipment and shall be adjusted upward or downward if the actual cost of the Equipment exceeds or is less than this estimate. **LESSEE'S OBLIGATION TO MAKE THE LEASE PAYMENTS IS ABSOLUTE, UNCONDITIONAL AND INDEPENDENT AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER CAUSE OR PROBLEM.** LESSEE agrees that if any lease payment is not received within 3 days of its due date, LESSEE shall pay a late charge equal to 10% of the amount due or \$500, whichever is greater, in liquidation of collection expenses and not as an interest payment or penalty. Any payment of a smaller sum than due at any time shall not constitute a release or an accord or satisfaction for any greater sum due, regardless of any endorsement restriction.

4. **SECURITY DEPOSIT.** The security deposit is due and payable at the time LESSEE signs this Lease. In case the Lease is never finalized for any reason, such deposit may be retained by LESSOR in liquidation of processing expenses. The Security Deposit shall secure all obligations of LESSEE hereunder and may be applied in LESSOR'S discretion to any past due obligation of LESSEE, and to the extent not applied shall be returned to LESSEE without interest at the satisfactory expiration of the Lease.

5. **DELIVERY AND INSTALLATION.** LESSEE understands that LESSOR is not responsible for delivery or installation. LESSEE holds LESSOR harmless from specific performance of this Lease and from any damages if for any reason the manufacturer, supplier, vendor or distributor (collectively referred to in this Lease as "Vendor") delays in delivery, or if the Equipment is unsatisfactory.

6. **SELECTION AND ACQUISITION OF EQUIPMENT.** LESSEE acknowledges that (1) LESSOR has not selected the Vendor and has not selected, manufactured or supplied the Equipment; (2) LESSEE alone has selected the Vendor and the Equipment; (3) LESSOR has acquired the Equipment solely in connection with the Lease at LESSEE'S request; (4) Prior to entering into the Lease, LESSEE received or approved the supply contract covering the Equipment purchased from the Vendor; and (5) LESSOR has advised LESSEE in writing, either previously or by this Lease, of the following: (a) the identity of the Vendor; (b) that LESSEE may have rights against the Vendor under said supply contract; and (c) that LESSEE may contact the Vendor for a description of any such rights.

7. **DISCLAIMER OF WARRANTY AND WAIVER OF LIABILITY.** LESSEE acknowledges that (1) **THE EQUIPMENT IS LEASED "AS IS";** (2) **LESSOR MAKES NO REPRESENTATION, WARRANTY, EXPRESS WARRANTY OR IMPLIED WARRANTY (INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE EQUIPMENT, AND LESSOR HEREBY EXPRESSLY DISCLAIMS THE SAME;** (3) **LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY (including direct, indirect, consequential, incidental and special damages) CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE EQUIPMENT (including any damages for infringement of any trademark, copyright or patent);** (4) **IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE VENDOR OR IS UNSATISFACTORY FOR ANY OTHER REASON, LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR; AND** (5) **NO REPRESENTATION, WARRANTY OR WARRANTY BY THE VENDOR IS BINDING ON LESSOR NOR SHALL ANY BREACH THEREOF RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR.** So long as LESSEE is not in breach under this Lease, LESSOR shall assign without recourse to LESSEE during the term of this Lease any warranty from the Vendor to LESSOR.

8. **NO AGENCY.** LESSEE acknowledges that (1) there is no agency or joint venture between LESSOR and the Vendor; (2) neither the Vendor nor any other person is authorized to act on LESSOR'S behalf; and (3) **NO PERSON OTHER THAN AN EXECUTIVE OFFICER OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE.**

9. **REPAIRS; SERVICE; ADDITIONS.** LESSOR is not responsible for any repairs or service to the equipment, and all repairs and service shall be the sole responsibility of LESSEE. LESSEE agrees to maintain the Equipment in good condition and to service the Equipment during the term of this Lease as and when needed. All replacement parts, repairs, additions and accessories shall automatically become the property of LESSOR.

10. **USE. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR RESIDENTIAL PURPOSES.** LESSEE shall use the equipment in a lawful and prudent manner and shall not make any alterations to the Equipment without LESSOR'S written consent. LESSEE shall not permit the Equipment to be used by anyone other than LESSEE or its employees. LESSEE shall keep the Equipment at the LESSEE'S address shown above and shall not remove the Equipment to any other location without LESSOR'S written consent.

11. **LOSS; DAMAGE; INSURANCE.** Until the Equipment is returned to LESSOR, LESSEE shall assume the entire risk of loss from any cause. In the event of any loss, LESSEE shall promptly notify LESSOR in writing. LESSEE shall keep the Equipment insured against theft and all risks of loss and shall carry public liability insurance covering both personal injury and property damage. All such insurance shall be in a form and an amount satisfactory to LESSOR. Such insurance for theft, loss and damage shall name LESSOR as the sole Loss Payee, and such public liability insurance shall name LESSEE as Named Insured and LESSOR as Additional Insured. LESSEE shall pay all premiums, be responsible for all deductible portions, and shall deliver to LESSOR evidence of such insurance coverage satisfactory to LESSOR. Each insurer shall agree by endorsement upon all policies that it will give LESSOR 30 days written notice prior to the effective date on which the policy is altered, expired or cancelled. **IN THE EVENT LESSEE FAILS TO SECURE OR MAINTAIN SUCH INSURANCE, LESSOR MAY, AT ITS OPTION, OBTAIN SUCH INSURANCE AND CHARGE THE COST THEREOF TO THE LESSEE AS ADDITIONAL RENT. LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS LESSEE'S TRUE AND LAWFUL ATTORNEY-IN-FACT TO MAKE CLAIM FOR AND RECEIVE INSURANCE PROCEEDS, AND TO EXECUTE AND ENDORSE ALL DOCUMENTS, CHECKS OR DRAFTS RECEIVED IN PAYMENT UNDER ANY SAID INSURANCE POLICIES.** Any proceeds of insurance payable to LESSOR may be used or applied as LESSOR, in its sole discretion, shall determine.

12. **TAXES AND OTHER FEES.** LESSEE shall pay when due all federal, state and local license fees, registration fees, filing fees, assessments, taxes (including without limitation, sales, lease, use, excise and personal property taxes, EXCLUDING ONLY TAXES PAYABLE IN RESPECT TO LESSOR'S INCOME) and all other charges of any kind which may now or hereafter be imposed upon LESSOR or LESSEE arising in any way out of the ownership, use, possession or leasing of the Equipment. Such amounts shall be considered additional rent and shall be payable upon demand by LESSOR. In establishing the amount of the base lease payments and the other terms of this Lease, LESSOR and LESSEE have assumed that LESSOR will be entitled to all deductions, depreciation, credits and other tax benefits ("tax benefits") which are provided by the federal, state and local laws to an owner and lessor of personal property. LESSEE agrees that, should any such tax benefits be disallowed or recaptured, or should LESSOR lose the right to claim or receive such benefits for any reason, LESSEE shall indemnify LESSOR for such loss by paying LESSOR an amount equal to the value of such loss. LESSEE'S obligations under this Paragraph shall continue notwithstanding any future change in federal, state or local law during the term of the Lease. To liquidate any personal property tax expense incurred by LESSOR, LESSEE agrees to pay LESSOR either a net charge therefor as incurred by LESSOR or, at LESSOR'S election, a monthly personal property tax fee liquidated at any fee set by LESSOR up to three-hundred ninety-five thousandths of one percent (0.395%) of the original equipment cost.

13. **COMPLIANCE WITH LAW.** LESSEE shall promptly comply with all federal, state and local laws and regulations relating to the ownership, use, possession, leasing, delivery or return of the Equipment at LESSEE'S own expense.

14. **INDEMNITY.** Lessee shall indemnify and hold LESSOR harmless from and against all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorney's fees) arising out of or in any manner connected with the manufacture, purchase, financing, ownership, leasing, delivery, possession, use or operation of the Equipment, including without limitation, claims for injury to or death of persons and for damage to property. This indemnity shall survive the termination of this Lease.

15. **TITLE.** LESSEE understands that the Equipment is the exclusive property of LESSOR, that title to the Equipment shall at all times during the term remain in LESSOR, and that LESSEE shall have no right, title or interest in the Equipment except as expressly provided in this Lease. **LESSEE HEREBY IRREVOCABLY EMPOWERS AND APPOINTS LESSOR AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO PREPARE, EXECUTE AND FILE ALL OWNERSHIP AND FINANCING STATEMENTS, and all costs for such filing and termination shall be paid by LESSEE. IT IS THE INTENT OF THE PARTIES THAT THIS IS A TRUE LEASE. THE FILING OF ANY SUCH STATEMENT SHALL NOT BE EVIDENCE THAT THIS IS OTHER THAN A TRUE LEASE, AND SUCH FILING IS ONLY INTENDED TO GIVE PUBLIC NOTICE OF LESSOR'S OWNERSHIP OF THE EQUIPMENT.** If this Lease shall be deemed at any time to be a lease intended as security, LESSEE hereby grants LESSOR a security interest in the Equipment and such financing statements shall be intended to create a perfected security interest in favor of LESSOR. The Equipment shall at all times be considered and shall remain personal property, and LESSEE shall not permit the same to become a fixture to realty.

16. **EVENTS OF DEFAULT.** The following events shall automatically and without notice to LESSEE be events of default under this Lease: (1) LESSEE fails to pay any lease payment or other charge for a period of 10 consecutive days from the due date; (2) LESSEE fails to perform or observe any other term or condition or breaches any representation contained herein or in any other agreement with LESSOR; (3) any action or proceeding is brought against LESSEE whereby the Equipment may be taken or distrained; (4) LESSEE dies, becomes insolvent, makes or consents to an assignment for the benefit of creditors; stops doing business as a going concern, sells all or substantially all its assets, merges, consolidates, or appoints or consents to the appointment of a receiver or trustee; (5) a petition is filed by or against LESSEE under bankruptcy laws or other laws providing for the relief of debtors or (6) LESSEE shall cause, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance, attachment or involuntary transfer of any kind upon or affecting the Equipment or this Lease or any of Lessor's interest hereunder.

17. **REMEDIES UPON DEFAULT.** In the event LESSEE defaults hereunder, LESSOR may exercise any one or more of the following remedies in addition to any other remedies available under law:

(A) With or without notice, cancel this Lease and/or sue for: (1) past due rent; (2) the accelerated balance of future rent to become due during the unexpired term of the Lease, not as a penalty but herein liquidated for all purposes; (3) the estimated residual value placed on the Equipment by LESSOR; (4) all late charges and other charges due and to become due under the Lease; (5) the costs specified in Section 19 below; and (6) any other damages and indemnities, if then determinable, arising out of the Lease or LESSEE'S breach of the Lease; and

(B) Enter upon LESSEE'S premises and repossess the Equipment without liability for trespass or damages. In the event LESSEE fails to consent to repossession, LESSOR may institute legal proceedings for an order of repossession. Any repossession shall be without right of redemption. Following repossession: (1) all rights of LESSEE in the equipment shall terminate; (2) LESSOR may, at its option, sell or re-lease ("remarket") the Equipment without advance notice to LESSEE and (3) LESSOR may nevertheless immediately sue for the full amounts specified in subparagraph "A" above without first remarketing the Equipment, in which event any monies later recovered by LESSOR through remarketing, if any, minus LESSOR'S costs of repossession and remarketing (including any commissions), shall operate in reduction of the amount of LESSOR'S claim. Nothing stated herein shall require LESSOR to repossess the Equipment, and LESSEE hereby waives any rights which may require LESSOR to repossess and/or remarket the Equipment in mitigation of damages.

18. **CUMULATIVE REMEDIES.** All remedies of LESSOR hereunder are, to the extent permitted by law, cumulative and may be exercised concurrently or separately at different times, and the exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof or be deemed a modification of this Lease. A waiver of any default shall not be a waiver of any subsequent default.

19. **LESSOR'S COSTS.** LESSEE shall be liable for all costs and overhead incurred by LESSOR in enforcing the Lease, including without limitation: (1) attorney's fees liquidated at 20% of any claim for money damages, which LESSEE hereby stipulates is a reasonable prediction of actual fees; (2) reasonable attorney's fees incurred in pursuing any equitable remedy; (3) costs of suit; (4) Lessor's internal recovery overhead liquidated at the lesser of \$250.00 or 5% of the lease balance, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty; and (5) Lessor's internal repossession/remarketing overhead liquidated at the lesser of \$225.00 or 4% of the original equipment cost, which LESSEE hereby stipulates is a reasonable prediction of actual overhead and not a penalty, plus all costs incurred in the repossession, storage, shipment, repair and remarketing of the Equipment.

20. **RETURN OF EQUIPMENT.** Upon the expiration of the Lease term, or upon request of LESSOR following any default, LESSEE shall, at its own expense, return the Equipment to LESSOR at an address specified by LESSOR. The Equipment shall be returned in the same condition as received, ordinary wear and tear excepted.

21. **ASSIGNMENT; SUBLEASE.** All or any part of LESSOR'S interest in this Lease or in the Equipment may be assigned by LESSOR at any time without prior notice to LESSEE. In that event, LESSOR'S assignee shall succeed to all of LESSOR'S rights and interests under the Lease, and LESSEE'S obligations to the assignee shall be as provided in the Lease, but the assignee shall not be liable to perform any of LESSOR'S obligations to LESSEE. The right of the assignee to the payment of assigned lease payments and to performance of LESSEE'S obligations and to exercise any other of LESSOR'S right hereunder, shall not be subject to any defense, counterclaim or setoff. LESSEE acknowledges that any assignment by LESSOR shall not materially change LESSEE'S duties or obligations under the Lease or materially increase the risks imposed on LESSEE.

BECAUSE THE LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE PERSONAL IN NATURE, LESSEE MAY NOT ASSIGN ANY OF ITS INTERESTS UNDER THE LEASE TO ANY OTHER PERSON, NOR MAY LESSEE SUBLEASE ANY OF THE EQUIPMENT TO ANY OTHER PERSON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH MAY BE DECLINED BY LESSOR FOR ANY REASON.

22. **SEVERABILITY.** If any provision of this Lease is in conflict with any law of any state or place where it is sought to be enforced, such provision shall be deleted to the extent of such conflict, but without invalidating the remaining provisions.

23. **CHOICE OF LAW; JURISDICTION; FORUM; VENUE.** Lessee agrees and stipulates that: (1) **THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA;** (2) **LESSEE KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND CONSENTS TO BE SUBJECT TO PERSONAL JURISDICTION IN THE STATE AND/OR FEDERAL COURTS IN PENNSYLVANIA, AND CONSENTS TO VENUE IN ANY COUNTY/DISTRICT IN WHICH LESSOR MAINTAINS AN OFFICE; and** (3) **ANY LEGAL PROCEEDING ARISING OUT OF THIS LEASE, REGARDLESS OF WHETHER LESSOR OR LESSEE BRINGS SUCH PROCEEDING, SHALL BE INSTITUTED ONLY IN THE AFORESAID VENUE IN PENNSYLVANIA, AND NOT ELSEWHERE, UNLESS LESSOR EXPRESSLY CONSENTS IN WRITING OR ELECTS OTHERWISE.**

24. **LESSEE'S REPRESENTATIONS.** LESSEE represents and warrants that (1) LESSEE has complete and unrestricted power to enter into this Lease; (2) the persons executing this Lease have been duly authorized (by corporate resolution if LESSEE is a corporation) to execute the Lease on LESSEE'S behalf; (3) that all information supplied to LESSOR is true and correct, including all credit and financial information submitted to LESSOR at any time; and (4) LESSEE is solvent and is able to meet all its financial obligations, including the Lease payments hereunder.

BOOK 581 PAGE 580

ABSSCO Enterprises 286613

FINANCING STATEMENT	
ACCOUNT NO.	38579
LEASE NO.	4605

SECURED PARTY

10755 York Road, Cockeyville, Maryland 21030-2114

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)	
Scott T. Knisey T/A Atlantic Coast Technologies			
1190 Winterson Road, Ste 160			
Linthicum, MD 21090			
PHONE 859-4266		PHONE	
QUANTITY	MAKE - MODEL - SERIAL # - DESCRIPTION	PRICE	
EQUIPMENT	1 Minolta 4300 - 3655269		
	1 Minolta AD-1 - 6158474		
	1 Minolta Color Unit (Blue)	RECORD FEE	12.00
	1 Minolta AFR-1 - 6193294	RECORD TAX	52.00
	1 Minolta S101 - 6158434	POSTAGE	.30
	1 Copy Cabinet	MARYLAND U704 R03 715706	
	1 Line Conditioner (TBF12) - #5667	06/12/92	

TO BE RECORDED IN FINANCING STATEMENT
 NOT TO BE

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 7500.00
 .50
 1.00
 1.00
 10.00
 49.00
 3.50
 65.00
 FEE 65.00

- This Financing Statement covers the above described equipment (Describe - attach separate list if necessary).
- Proceeds of collateral are covered.
- Products of collateral are not covered.

DEBTOR(S):
Scott T. Knisey PRESIDENT
 (SIGNATURE OF DEBTOR)

SECURED PARTY: 65.00 (G.L.)
 ABSSCO ENTERPRISES

 TYPE OR PRINT

 (SIGNATURE OF DEBTOR)

 TYPE OR PRINT

BY: _____
 (SIGNATURE OF SECURED PARTY)
 ALAN I. ELKIN, PRESIDENT
 TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:
 Name and Address: ABSSCO ENTERPRISES
 10755 York Road
 Cockeyville, Maryland 21030-2114

25250
 50

SCHEDULE A
SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the
1st day of June, 19 92, by Debtors and is hereby expressly made a part of said SECURITY
AGREEMENT.) BOOK 581 PAGE 582

DESCRIPTION OF COLLATERAL

ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT
AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERE-
TO, NOW OWNED OR HEREAFTER ACQUIRED AND THE PROCEEDS AND PRODUCTS
THEREOF, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1 B-D QBCII PLUS
- 1 WAYNE MYCROTYMP
- 1 HAUS STRETCHER
- 2 HAMILTON EXAMINATION TABLES
- 1 COMPUTER INCLUDING:
386 CPU WITH KEYBOARD, VGA DISPLAY PRINTER, MODEM, OPERATING
SYSTEM, 1 EXTRA PRINTER INCLUDING TAPE BACK-UP
- 1 EUREKA EMERALD 125 X-RAY TUBE SYSTEM COMPLETE
- 1 ALPHATEK AX390 SE COMPACT X-RAY FILM PROCESSOR INCLUDING STAND,
TANKS AND TIGHT FEED BOX
- 1 XEROX 5012

WITNESS:----- (SEAL)

WITNESS:----- (SEAL)

ADDRESS:-----
(STREET)

(CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

DR. STEPHEN J. HITTMAN, P.A.

(SECRETARY)

BY: *Stephen J. Hittman* President
TITLE: Stephen J. Hittman, M.D.
President

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
 POSTAGE .50
 HATT800 CASE R02 T10216
 05/13/92
 MARY H. ROSE
 SA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 11) as shown on the Plats entitled "Phase 11, Building 11, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-57, pages 43 through 47, inclusive, at Plats No. E-3043 through E-3047, inclusive.

GL

Dated: 5/19/92 FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(101-92)

102/10



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
MAY 10 1992
05/13/92
MARY H. ROSE
AN CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 103 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

Dated: 3/30/92 FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- () Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(156-91)

10.00
JA



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
MAY 20 1992
MARY H. ROSE
HA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 201 and 202 (Building 11) as shown on the Plats entitled "Phase 11, Building 11, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-57, pages 43 through 47, inclusive, at Plats No. E-3043 through E-3047, inclusive.

Dated: _____ FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(188-91/251-91)

10.00



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
MAY 13 1992
MARY H. ROSE
48 CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

Dated: 3/30/92 FIRST AMERICAN BANK OF MARYLAND
By: *Thomas K. Geary*

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(196-91)

10⁰⁰
10



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
ATTEND. CHRG. RDZ TL0117
06/13/92
MARY H. ROSE
HA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

Dated: 3/30/92

FIRST AMERICAN BANK OF MARYLAND

By: *Thomas K. George*

FILE IN:

- () SDAT
- () Land Records
- () Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(199-91)

10.00
10



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
MATTESON CARP BOX 110118
04/13/92
MARY H. ROSE
MD CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

Dated: 3/30/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. Gray

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(216-91)

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10



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531
ID No. _____

Page No. 026

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
BATTEN CASE #02 110118
03/13/92
MARY H. ROSE
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 11) as shown on the Plats entitled "Phase 11, Building 11, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-57, pages 43 through 47, inclusive, at Plats No. E-3043 through E-3047, inclusive.

Dated: 3/30/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(262-91)

10⁰⁰
50



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
MILITARY CARR RD 110118
05/13/92

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

MARY H. ROSE
SA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

(G.I.)

BEING KNOWN AND DESIGNATED as Units 103, 204 and 302 (Building 11) as shown on the Plats entitled "Phase 11, Building 11, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-57, pages 43 through 47, inclusive, at Plats No. E-3043 through E-3047, inclusive.

Dated: _____ FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21060
(287-91/233-91/165-91)

1000
10



UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
MAY 1992 CASE R02 110120
06/13/92
MARY H. ROSE
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 8) as shown on the Plats entitled "Phase 8, Building 8, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-48, pages 42 through 46, inclusive, at Plats No. E-2592 through E-2596, inclusive.

G.L.

Dated: 3/30/92 FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(293-91)

10.00
10



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 560 Page No. 70
ID No. 281898

1. Debtor(s) Sturbridge Limited Partnership
Name or Names - Print or Type
900 Ritchie Highway - Suite 201, Severna Park, MD 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 East Lexington Street, Baltimore, MD 21201
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 MAY 13 1992 MARY M. ROSE AN CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot 14, as shown on the Plats entitled "Section Three, Sturbridge", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 130, pages 1 through 3, inclusive.

Dated: March 31, 1992

Alex J. Guggenheim Trustee
Alex J. Guggenheim, Trustee

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(052-92)

Raymond E. Schlissler
Raymond E. Schlissler, Trustee

10/30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 543 Page No. 238
ID No. 277883

1. Debtor(s) Saybrooke Development Corporation
Name or Names - Print or Type
900 Ritchie Highway, Severna Park Maryland 21146
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
114 East Lexington Street, Baltimore Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
MAY 17 1992
05/13/92
MARY H. ROSE
MD CO. CIRCUIT COURT

75

BEING KNOWN AND DESIGNATED as Lot 51, as shown on the Plats entitled "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

Dated: March 17, 1992

PROVIDENT BANK

By: Alex J. Guggenheim
Alex J. Guggenheim, Vice President

Please return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(068-92)

1000
50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544 Page No. 559
ID No. 278273

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type

305 E. Furnace Branch Road Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank
Name or Names - Print or Type

10 Light Street - 19th Fl. Baltimore Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORDED FEE 10.00
POSTAGE .50
BATTLED CASE #02 110122
06/13/92
MARY K. ROSE
AN CO. CIRCUIT COURT

79

BEING KNOWN AND DESIGNATED as Lot 3, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

Dated: March 23, 1992

Maryland National Bank

Please return to:
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(047-92)

Mary R. Henderson
Mary R. Henderson, Assistant Vice President

10/30

CK-NPH

Anne Arundel Co. Financing Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544 Page No. 559
ID No. 278273

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank
Name or Names - Print or Type
10 Light Street - 19th Fl. Baltimore Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
 POSTAGE .50
 447720 0899 002 110122
 05/13/92
 MARY H. ROSE
 SA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 2, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

Dated: May 19, 1992

Maryland National Bank
Mary R. Henderson
Mary R. Henderson, Assist. Vice President

Please return to:
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(074-92)

10/23

CE-11RA

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544 Page No. 559
ID No. 278273

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type
305 E. Furnace Branch Road Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank
Name or Names - Print or Type
10 Light Street - 19th Fl. Baltimore Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
MAY 13 1992
MARY H. ROSE
AN CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 10, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

Dated: April 14, 1992

Maryland National Bank

Please return to:

Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
()
088-92

Mary R. Henderson
Mary R. Henderson, Assist. Vice President

10.00

Anne Arundel Co. Financing Records

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544 Page No. 559
ID No. 278273

1. Debtor(s) Frank J. Scott, Sr.
Name or Names - Print or Type

305 E. Furnace Branch Road Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank
Name or Names - Print or Type

10 Light Street - 19th Fl. Baltimore Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
MAY 13 1992
MARY H. ROSE
MD CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot 1, as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

Dated: May 4, 1992

Maryland National Bank

Please return to:
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(100-92)

Mary R. Henderson
Mary R. Henderson, Assist. Vice President

10.00
50



286615

BOOK 581 PAGE 598

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)
Caldor, Inc.
20 Glover Avenue
Norwalk, CT 06850

2. Secured Party(ies) and address(es)
Stanford Computer Group, Inc.
74 West Park Place
Stanford, CT 06901
06-0961259

For Filing Officer (Date, Time, Number, and Filing Office)

G.L.

RECORD FEE 21.00
POSTAGE .50
HATSARD 1488 NOV 11 1991
11/13/92
MARY K. ROSE
AN. CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

All equipment (as described on the attached Equipment Schedules) leased or to be leased under Schedules 1, 2, 3, 19 and 20 to the lease agreement dated as of 8/1/91 between Caldor, Inc. as the Lessee and Stanford Computer Group, Inc. as the Lessor.

5. Assignee(s) of Secured Party and Address(es)

Center Capital Corporation
20 Tower Lane, Avon Park South
Avon, CT 06001

This financing statement is being filed for informational purposes only and should not be construed as creating or evidencing a security interest under the UCC. This transaction is intended by the Lessor and the Lessee to be a true lease.

FILED: ANNE ARUNDEL (MD) COUNTY CLERK (NOT SUBJECT TO RECORDATION TAX)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Caldor, Inc.

Stanford Computer Group, Inc.

By: B. Sheehan
BRIAN SHEEHAN ASSISTANT CONTROLLER

By: Lawrence W. Goichman
LAWRENCE W. GOICHMAN PRESIDENT

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

2/10/92

EQUIPMENT SCHEDULE 3 TO LEASE DATED: 8/01/91

- | 1. Equipment Type | Serial Number | Model/ Feature | Description | Total Price |
|---------------------------------------|---------------|----------------|----------------|--|
| See Attached Equip. List (Appendix A) | | | New Store #146 | To be determined at Commencement Date. |
2. **Equipment Location:** Caldor Inc.
A Subsidiary of Caldor Corp.
575 Governor Ritchie Highway
Severna Park, MD 21146
 3. **Installation Date:**
 4. **Commencement Date:**
 5. **Initial Period:** 36 months from Commencement Date.
 6. **Quartly Rental:** .08465 Quarterly Lease Rate factor multiplied by the total price including hardware, software, installation and labor for this store due the first day of each quarter.
 7. **Maintenance:** Notwithstanding to provisions of the lease wherever the name IBM appears, Other Equipment Manufacturer is hereby substituted.
 8. **Equipment List :** Upon completion of the Initial Period, Lessee retains the option to treat each item on the equipment list (Appendix A) separately when deciding to renew, purchase or return.
 9. **Fair Market Value Purchase Option:** Upon completion of the Initial Period, Lessee has the option of purchasing the equipment listed in Appendix A at Fair Market Value. Lessor will provide Lessee with a Fair Market Value quotation at the Lessee's request. If Lessee is unsatisfied with this quotation, both parties can present two fair market value quotations and an average can be agreed upon.
 10. **Commencement Terms:** Lessee will inform Lessor of Commencement Date. As equipment is obtained prior to that date, Lessee will pay montly interim rent, at a factor of .02848 due the first day of each month.
 11. **Consulting Services:** Lessee agrees to pay a quarterly fee equal to .00508 factor multiplied by the total price including hardware, software, installation and labor for this store due the first day of each quarter during the Initial Period for administrative and consulting services provided by Lessor.

Signed by:

LESSOR:

LESSEE:

[Signature]

 William G. Christie
 SRVP, Information Processing



CALDOR, INC.
CD357-3 New Store #146

Page 1 of 3

APPENDIX A

VENDOR	INVOICE #	DATE	AMOUNT	FREIGHT
BEST POWER TECH. UPS System	91638	6/12/91	5,356.10	565.08
INTERBORO SYST. Timekeeper System	11052056	6/4/91	8,091.00	78.19
Cable Wire	11060346	6/12/91	233.10	0
GLASGAL Scanners/Spectron 3404	241507	8/22/91	756.50	3.26
Scanners	238503	7/12/91	391.00	4.52
Scanners	236097	6/10/91	356.68	3.76
Scanning Cables	238454	7/11/91	253.00	0
JWP INFO. SYST. IBM PS-2 Equipment	031F15902	6/28/91	370.60	2.89
	031F15901	6/24/91	2,307.00	27.17
INNOVATIVE ELECT. Net 100C	9246	8/1/91	3,500.00	44.00
Net 200C Cable	9354	9/30/91	38.00	0
CONLEY PRODUCTS Shelving	16829	10/31/91	383.35	9.20
SYMBOL Laserscan System	392363	7/24/91	3,626.00	4.62
	392939	7/27/91	23,800.00	258.12
SOURCE ELECT. Neax 2400	138179	8/22/91	1,975.00	5.37
ILL. WHOLESALE CASH NCR Equipment	10577-A	8/19/91	8,470.00	0
	10577	8/6/91	22,885.00	0
4431-012 Mag. Strip Rdr.	10845	10/16/91	2,475.00	0
NETWORK EQUIP. TECH. Installation	037726	8/1/91	8,184.00	8.50
NCR CORPORATION Prod. ID G1P900050000	1505227815	8/2/91	7,480.00	0
9172	1001520339	12/19/91	6,500.00	0
7052 Registers	1001520479	12/20/91	14,339.00	0
GRAYBAR Telephone Equipment	019-076033		537.52	0

CALDOR, INC.
CD357-3 New Store #146

Page 2 of 3

APPENDIX A

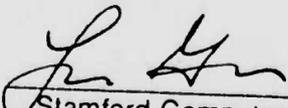
VENDOR	INVOICE #	DATE	AMOUNT	FREIGHT
TRW				
Installation	5576787-4	1/21/92	8,010.00	766.18
Installation	5576675-4	10/17/91	1,840.00	0
MEMOTEC DATACOM, INC.				
Net 900 Modem Card	041312	1/21/92	846.71	0
DANA MARKETING				
IBM 4956/H10	26334A1	7/19/91	13,033.00	0
Printronix Printers (2)	26511	8/15/91	4,600.00	0
COMM. SUPPLY CORP.				
Telecomm. Equipment	029064	6/17/91	1,925.00	0
Telecomm. Equipment	028966	6/13/91	581.94	0
CONLEY PRODUCTS, INC.				
Shelves	16675	9/18/91	531.25	20.95
Shelves	16371	6/10/91	1,463.70	69.05
FULTON COMPUTER PROD.				
VGA Adapter	15308	11/20/91	80.00	0
NCR PC Equip.	13602	8/28/91	2,290.50	0
EXTEL COMM.				
Installation	91485	9/20/91	630.00	0
Installation	91388	8/5/91	495.00	0
Installation	91460	9/11/91	225.00	0
Installation	91522	10/10/91	585.00	0
Installation	91515	10/91	9,196.56	0
Installation	91542	10/21/91	967.45	0
Installation	91400	8/12/91	495.00	0
RESPONSIVE TECH.				
Connector	000171	10/30/91	39.16	1.66
Connector	000149	10/18/91	258.24	0
Net 900 Rack	00276	1/8/92	1,995.00	16.00

CALDOR, INC.
CD357-3 New Store #146

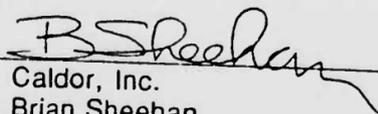
SUB TOTALS: \$172,396.36 \$1,888.52

TOTAL: \$174,284.88

LESSOR:


Stamford Computer Group, Inc.
Lawrence W. Goichman
President

LESSEE:


Caldor, Inc.
Brian Sheehan
Assistant Controller

**END
LIBER**